


UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
UC PETITION

| DO NOT WRITE IN THIS SPACE |                    |
|----------------------------|--------------------|
| Case No. 04-UC-202853      | Date Filed 7-21-17 |

**INSTRUCTIONS:** Unless e-Filed using the Agency's website, [www.nlr.gov](http://www.nlr.gov), submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located.

**1. PURPOSE OF THIS PETITION: UC - UNIT CLARIFICATION** - A labor organization is currently recognized by the Employer, but the Petitioner seeks clarification of the placement of certain employees or job classifications. The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

|  |  |   |   |
|--|--|---|---|
| 2a. Name of Employer<br><b>Active Crane Rentals Inc.</b>   |  | 2b. Address(es) of Establishment(s) involved (Street and number, city, State, ZIP code)<br><b>103 Water St. Wilmington DE 19804</b>                 |   |
| 3a. Employer Representative - Name and Title<br><b>Steve Schmeusser</b>  |  | 3b. Address (if same as 2b - state same)<br><b>same</b>   |   |
| 3c. Tel. No.<br><b>302-998-1000</b>  | 3d. Cell No.   | 3e. Fax No.<br><b>302-999-8789</b>  | 3f. E-Mail Address                                |
| 4a. Type of Establishment (Factory, office, wholesaler, etc.)<br><b>Crane Rentals</b>  |  | 4b. Principal product or service<br><b>Crane Rentals</b>  |   |
| 5a. Description of Present Unit<br>Included: <b>All Crane Operators, Truck Drivers</b><br>Excluded: <b>Managers, Supervisors, Clericals, Dispatchers and Guards as defined in Act</b>              |  |   | 5b. No. of Employees in Present Unit<br><b>8</b>  |
| 6a. Description of Proposed Unit<br>Included: <b>All Crane Operators, Truck Drivers and Riggers</b><br>Excluded: <b>Managers, Supervisors, Clericals, Dispatchers and Guards as defined in Act</b> |  |   | 6b. No. of Employees in Proposed Unit<br><b>9</b> |
| 7. City and State where unit is located:<br><b>Wilmington DE</b>   |  | 8. Check One <input checked="" type="checkbox"/> Unit previously certified in Case _____<br><input type="checkbox"/> Unit not previously certified. |   |
| 9. Job classifications of employees as to whom the issue is raised and number of employees in each classification<br><b>Crane 4 Drivers 3 Riggers 2</b>  |  |   |   |
| 10. Reason Why Petitioner Desires Clarification<br><b>Contractor has setup other locations but doing work as cited in the collective bargaining agreement</b>                                      |  |   |   |
| 11a. Name of Recognized or Certified Bargaining Agent<br><b>International Union of Operating Engineers Local 542</b>   |  | 11b. Address<br><b>1375 Virginia Drive Fort Washington PA 19034</b>   |   |
| 11c. Tel. No.<br><b>215-542-7500</b>   | 11d. Cell No.<br><b>267-784-7744</b>   | 11e. Fax No.<br><b>215-542-7557</b>   | 11f. E-Mail Address<br><b>de542@yahoo.com</b>     |
| 11g. Affiliation, if any<br><b>AFL-CIO</b>   |  | 11h. Date of Recognition or Certification<br><b>Decades</b>   |   |
| 11i. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year)<br><b>April 30th 2022</b>   |  |   |   |
| 12. Organizations or persons other than Petitioner and those named in item 11, who claim to represent any employee affected by the proposed clarifications. (If none, so state)                    |  |   |   |
| 12a. Name<br><b>NONE</b>   |  | 12b. Address  |   |
| 12c. Tel. No.  |  | 12d. Cell No.   |   |
| 12e. Fax No.   |  | 12f. E-Mail Address   |   |
| 12g. Brief description of contract covering those employees.<br><b>IUOE Local 542 and Delaware Contractor Association</b>  |  |   |   |
| 13a. Full Name of Petitioner (including local name and number if applicable)<br><b>International Union of Operating Engineers Local 542</b>  |  | 13b. Address (street and number, city, state, and ZIP code)<br><b>1375 Virginia Drive Fort Washington PA 19</b>                                     |   |
| 13c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state)<br><b>AFL-CIO</b>  |  |   |   |
| 13d. Tel. No.<br><b>215-542-7500</b>   | 13e. Cell No.<br><b>267-784-7744</b>   | 13f. Fax No.<br><b>215-542-7557</b>   | 13g. E-Mail Address<br><b>de542@yahoo.com</b>     |
| 14. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.  |  |   |   |
| 14a. Name and Title<br><b>Frank Bankard</b>  |  | 14b. Address (street and number, city, state, and ZIP code)<br><b>1375 Virginia Drive Fort Washington PA 19034</b>                                  |   |
| 14c. Tel. No.<br><b>215-542-7500</b>   | 14d. Cell No.<br><b>267-784-7744</b>   | 14e. Fax No.<br><b>215-542-7557</b>   | 14f. E-Mail Address<br><b>de542@yahoo.com</b>     |
| I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.   |  |   |   |
| Name (Print)<br><b>Frank Bankard</b>   | Signature<br> | Title<br><b>Organizer</b>   | Date<br><b>7-21-2017</b>                          |

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Collection of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74842-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## **Attachment of No. 5 of the UC Petition**

The Union seeks as in Section 5 of the Unit Clarification Petition to Certify or accrete  
**Raven Crane & Equipment Co., LLC 196 Quigley Blvd. Suite B New Castle, Delaware**  
**19720 (302) 633-2488 and AASCO Equipment 196 Quigley Blvd, New Castle, DE**  
**19720 (302) 317-3122** into the recognized unit of Active Crane.

Case Name: Active Crane Rentals Inc.  
Case No.: 04-UC-202853  
Agent: [AGENT NAME AND TITLE]

## CASEHANDLING LOG

[illegible]



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 4  
615 Chestnut St Ste 710  
Philadelphia, PA 19106-4413

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (215)597-7601  
Fax: (215)597-7658



Download  
NLRB  
Mobile App

July 21, 2017

Frank Bankard, Organizer  
International Union of Operating  
Engineers, Local 542  
1375 Virginia Drive  
Suite 100  
Fort Washington, PA 19034-3257

Re: Active Crane Rentals Inc.  
Case 04-UC-202853

Dear Mr. Bankard:

The petition that you filed with the National Labor Relations Board (NLRB) seeking to determine whether certain employees should be part of the existing collective-bargaining unit has been given the above number. This letter tells you how to contact the Board agent who will be handling this matter, explains your right to be represented, requests that you provide certain information, and discusses some of our procedures including how to submit documents to the NLRB.

**Investigator:** This petition will be investigated by Field Examiner JOANNE M. SACCHETTI whose telephone number is (215)597-9672. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. If the agent is not available, you may contact Supervisory Attorney PATRICIA A. GARBEN whose telephone number is (215)597-7625.

Immediately upon receipt of the petition, the NLRB conducts an impartial investigation to determine if the NLRB has jurisdiction, if the petition is timely and properly filed, and the parties' positions with respect to the clarification sought by the petition.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the NLRB. Their knowledge regarding this matter was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Requested Information:** To process the petition in this matter, we need certain information from you. Accordingly, please submit to this office, as soon as possible, the following information:

- (a) The correct name of your organization;
- (b) A copy of any existing or recently expired collective-bargaining agreements, and any addenda or extensions, covering any employees in the collective-bargaining unit specified on the petition (the Unit);
- (c) A copy of any certification covering any of the employees in the Unit;
- (d) The name and contact information for any other labor organization (union) claiming to represent any of the employees in the Unit or any other entity who would be affected by the proposed clarification; and
- (e) Documents showing the classifications, duties and responsibilities of employees covered by the Unit, including the number of employees in the Unit, the classifications and number of employees sought to be included or excluded, and the job duties and responsibilities of the employees sought to be included or excluded.

**Procedures:** Enclosed is Form NLRB-5548 which explains NLRB procedures in unit clarification cases. We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the NLRB will continue to accept timely filed paper documents. On all your correspondence regarding the petition, please include the case name and number indicated above.

Information about the NLRB, the procedures we follow in representation cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



DENNIS P. WALSH  
Regional Director

Enclosure: Description of Procedures in Unit Clarification Cases (Form NLRB-5548)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**DESCRIPTION OF PROCEDURES IN UNIT CLARIFICATION CASES**

**Investigation** - *After a petition in a unit clarification case is filed with the NLRB, the NLRB assigns the petition a case number and promptly sends letters to the parties notifying them of the Board agent who will be handling the case. In most cases, the Region conducts an administrative investigation that may include taking witness affidavits or issuing a notice to show cause. In some cases, the regional director may determine that a hearing is necessary and will issue a Notice of Hearing.*

**Hearing Postponement** – A party wishing to request a postponement of a hearing should make the request in writing and set forth in detail the grounds for the request. The request should include the positions of the other parties regarding the postponement. The request should be filed with the regional director. E-Filing the request is preferred, but not required. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

**Hearing** – If a hearing is held, it will be conducted by a hearing officer of the NLRB and will continue day to day until completed absent extraordinary circumstances. The hearing is usually open to the public and all parties will be allowed to state their positions and present evidence on the issues deemed litigable. Any party has the right to appear at the hearing in person, by counsel, or by other representative, to call, examine, and cross-examine witnesses, and to introduce into the record evidence of the significant facts that support the party's contentions. The hearing officer also has the power to call, examine, and cross-examine witnesses and to introduce into the record documentary and other evidence. Witnesses will be examined orally under oath. The rules of evidence prevailing in courts of law or equity will not be controlling. Parties appearing at a hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, should notify the regional director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings and all citations in briefs or arguments must refer to the official record. (Copies of exhibits should be supplied to the hearing officer and other parties at the time the exhibit is offered in evidence.) All statements made in the hearing room will be recorded by the official reporter while the hearing is on the record. If a party wishes to make off-the-record remarks, requests to make such remarks should be directed to the hearing officer and not to the official reporter. After the close of the hearing, any request for corrections to the record, either by stipulation or motion, should be forwarded to the regional director.

All motions must be in writing unless stated orally on the record at the hearing and must briefly state the relief sought and the grounds for the motion. A copy of any motion must be served immediately on the other parties to the proceeding. Motions made during the hearing are filed with the hearing officer. All other motions are filed with the regional director, except that motions made after the transfer of the record to the Board are filed with the Board. If not E-Filed, an original and two copies of written motions shall be filed. Statements of reasons in support of motions or objections should be as concise as possible. Objections shall not be deemed waived by further participation in the hearing. On appropriate request, objections may be permitted to stand to an entire line of questioning. Automatic exceptions will be allowed to all adverse rulings.

Upon request, any party is entitled to a reasonable period at the close of the hearing for oral argument, which will be included in the official transcript of the hearing. At any time before the close of the hearing, any party may file a memorandum addressing relevant issues or points of law. Post-hearing briefs may be filed only upon special permission of the regional director and within the time and addressing the subjects permitted by the regional director. If filed, copies of the memorandum or brief shall be served on all other parties to the proceeding and a statement of such service shall be filed with the memorandum or brief. No reply brief may be filed except upon special leave of the regional director. If allowed, briefs should be double-spaced on 8½ by 11 inch paper. Briefs must be filed in accordance with the provisions of Section 102.111(b) of the Board's Rules. E-Filing of briefs through the Board's website, [www.nlrb.gov](http://www.nlrb.gov), is encouraged, but not required. Facsimile transmission of briefs is NOT permitted.

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NLRB  
Mobile App

July 21, 2017

Steve Schmeusser  
Active Crane Rentals, Inc.  
103 Water St  
Wilmington, DE 19804-2492

Re: Active Crane Rentals Inc.  
Case 04-UC-202853

Dear Mr. Schmeusser:

Enclosed is a copy of a petition that International Union of Operating Engineers Local 542 filed with the National Labor Relations Board (NLRB) seeking to determine whether certain employees should be part of the existing collective-bargaining unit. This letter tells you how to contact the Board agent who will be handling this matter, explains your right to be represented, requests that you provide certain information, and discusses some of our procedures including how to submit documents to the NLRB.

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- (a) The correct name of your organization;
- (b) A copy of any existing or recently expired collective-bargaining agreements, and any addenda or extensions, covering any employees in the collective-bargaining unit specified on the petition (the Unit);
- (c) A copy of any certification covering any of the employees in the Unit;
- (d) The name and contact information for any other labor organization (union) claiming to represent any of the employees in the Unit or any other entity who would be affected by the proposed clarification;
- (e) Documents showing the classifications, duties and responsibilities of employees covered by the Unit, including the number of employees in the Unit, the classifications and number of employees sought to be included or excluded, and the job duties and responsibilities of the employees sought to be included or excluded;
- (f) Your position on the proposed clarification of the Unit; and
- (g) A completed commerce questionnaire, (form enclosed) to enable us to determine whether the NLRB has jurisdiction in this matter.

**Procedures:** Enclosed is Form NLRB-5548 which explains NLRB procedures in unit clarification cases. We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the NLRB will continue to accept timely filed paper documents. On all your correspondence regarding the petition, please include the case name and number indicated above.

Information about the NLRB, the procedures we follow in representation cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

July 21, 2017

Very truly yours,

A handwritten signature in black ink, reading "Dennis P. Walsh". The signature is written in a cursive style with a large initial "D" and a long horizontal stroke at the end.

DENNIS P. WALSH  
Regional Director

Enclosures

1. Copy of Petition
2. Commerce Questionnaire
3. Description of Procedures in Unit Clarification Cases (Form NLRB-5548)

**QUESTIONNAIRE ON COMMERCE INFORMATION**

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

04-UC-202853

**1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)****2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION  
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

**4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS****5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

**9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates )**

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.  
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.  
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.  
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)  
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months**? If yes, specify date: \_\_\_\_\_**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

**12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE**

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

**PRIVACY ACT STATEMENT**

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**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 4**



|  |                          |
|--|--------------------------|
| <b>Active Crane Rentals, Inc.</b><br><br><b>Employer</b><br><br><b>and</b><br><br><b>International Union of Operating Engineers Local 542</b><br><br><b>Petitioner</b> | <b>Case 04-UC-202853</b> |
|--|--------------------------|

**AFFIDAVIT OF SERVICE OF: Petition dated July 21, 2017**

I depose and say that on **July 21, 2017**, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Steve Schmeusser  
Active Crane Rentals, Inc.  
103 Water St  
Wilmington, DE 19804-2492

July 21, 2017  
Date

JANET T. JACKSON, Designated Agent of NLRB  
Name

/s/ Janet T. Jackson  
Signature

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**DESCRIPTION OF PROCEDURES IN UNIT CLARIFICATION CASES**

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# jackson lewis

Attorneys at Law

MY DIRECT DIAL IS: (631) 247-4610  
MY EMAIL ADDRESS IS: [GOODMANS@JACKSONLEWIS.COM](mailto:GOODMANS@JACKSONLEWIS.COM)

Jackson Lewis P.C.  
58 South Service Road  
Suite 250  
Melville, New York 11747  
Tel 631 247-0404  
Fax 631 247-0417  
[www.jacksonlewis.com](http://www.jacksonlewis.com)

Representing Management Exclusively in Workplace Law and Related Litigation

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\*through an affiliation with Jackson Lewis P.C., a Law Corporation

July 25, 2017

Joanne M. Sacchetti  
Field Examiner  
National Labor Relations Board  
Region 4  
615 Chestnut Street, Suite 710  
Philadelphia, PA 19804-2492

Re: Active Crane Rentals, Inc.  
Case Nos. 04-UC-202853 and 04-CA-202608

Dear Ms. Sacchetti:

Please be advised that we represent Active Crane Rentals, Inc. in the above-captioned cases. Please send all future correspondence directly to the undersigned.

Very truly yours,

JACKSON LEWIS P.C.



Steven S. Goodman

SSG (b) (5), (D)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

International Union of Operating Engineers, Local 542,  
AFL-CIO

and

Active Crane Rentals, Inc.

CASE 04-UC 202853

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

☐ GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF \_\_\_\_\_  
Active Crane Rentals, Inc.

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)


NAME: William W. Bowser, Esq.

MAILING ADDRESS: Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, DE 19801

E-MAIL ADDRESS: wbowser@ycst.com

OFFICE TELEPHONE NUMBER: 302-571-6601

CELL PHONE NUMBER: 302-562-2288 FAX: 302-576-3282

SIGNATURE: 

DATE: August 15, 2017  
(Please sign in ink)

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

International Union of Operating Engineers, Local 542,  
AFL-CIO

and

Active Crane Rentals, Inc.

CASE 04-UC 202853

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

☐ GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF \_\_\_\_\_

Active Crane Rentals, Inc.

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

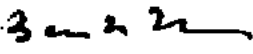
NAME: Barry M. Willoughby, Esq.

MAILING ADDRESS: Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, DE 19801

E-MAIL ADDRESS: bwilloughby@ycst.com

OFFICE TELEPHONE NUMBER: 302-571-6666

CELL PHONE NUMBER: 302-54-8573 FAX: 302-576-3345

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DATE: August 15, 2017  
(Please sign in ink.)

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

**NATIONAL LABOR RELATIONS BOARD**

|                                 |   |                       |
|---------------------------------|---|-----------------------|
| INTERNATIONAL UNION OF          | ) |                       |
| OPERATING ENGINEERS, LOCAL 542, | ) |                       |
|                                 | ) |                       |
| Petitioner,                     | ) |                       |
|                                 | ) |                       |
| and,                            | ) | Case No. 04-UC-202853 |
|                                 | ) |                       |
| ACTIVE CRANE RENTALS, INC.,     | ) |                       |
|                                 | ) |                       |
| Respondent.                     | ) |                       |

**ACTIVE CRANE RENTAL, INC.’S ANSWER  
TO PETITION FOR UNIT CLARIFICATION**

Active Crane Rentals, Inc. (“Active Crane”) responds to the International Union of Operating Engineers, Local 542’s (the “Union”) Petition for Unit Clarification (the “Petition”) as follows:

1. Active Crane is an employer engaged in an industry affecting commerce. *See* Questionnaire on Commerce, Exhibit B to the Response to Request for Information.
2. Active Crane first entered in to a Collective Bargaining Agreement with the Union in approximately 1969. The last signed agreement (the “CBA”) has been produced as Exhibit A to the Response to Request for Information. Although the CBA provides for Section 9(a) recognition, Active is a construction industry employer. To Active’s knowledge, there is no certification of the bargaining unit with the Union. Instead, the Union and Active operate pursuant to Section 8(f).
3. The Union’s Petition is based on the inaccurate claim that Active Crane is a “single employer” with two other companies: Raven Crane & Equipment Company, LLC (“Raven”) and Aasco Equipment Corporation (“Aasco”). For the reasons set forth below, Active Crane is not a single employer with either company.

4. Both Raven and Aasco have been in business for many years, and are well known to the Union. Despite this knowledge, the Union has never alleged that Active and Raven or Aasco constitute a single employer in accordance with Board precedent until the filing of the instant Petition, and the Unfair Labor Practice Charge (the “Charge”) identified as Case No. 04-UC-202608. See Affidavit of (b) (6), (b) (7)(C) , attached hereto as Exhibit A.

5. Board law recognizes a well-established set of prerequisites in order to make a determination of single-employer status: (a) interrelation of operations; (b) common management; (c) centralized control of labor relations; and (d) common ownership. *Radio & Television Broad. Technicians, Local 1264 v. Broad. Serv. of Mobile*, 380 U.S. 255 (1965). See also *S. Prairie Constr. Co. v. Operating Eng’rs Local 627*, 425 U.S. 800 (1976) *aff’g in part and remanding in part Operation Eng’rs Local 627 (Peter Kiewit Sons’ Co.) v. NLRB*, 518 F.2d 1040 (D.C. Cir. 1975).

6. Common control of labor relations is frequently found to be the most significant individual factor. See *W. Union Corp. v. NLRB*, 224 NLRB 274 (1976) *aff’d sub nom. Tel. Workers v. NLRB*, 571 F.2d 665 (D.C. Cir.), *cert. denied*, 439 U.S. 827 (1978).

7. Although not a specific criterion, Board law also shows that the lack of an arms-length relationship between so-called “double breasted” companies is significant. See *W. Union*, 224 NLRB 274. See also *Ala. Metal Prod., Inc., and Aluminum, Brick and Glass Workers Int’l Union, Local 250*, 280 NLRB 1090 (1986).

8. For example, in *Western Union* and *Alabama Metal Products*, the Board rejected a single-employer finding, despite common ownership and interrelation of operations. See *W. Union*, 224 NLRB 274 (1976), *Tel. Workers*, 571 F.2d 665 (D.C. Cir.). See also *Ala. Metal Prod., Inc.*, 280 NLRB 1090 (1986).

9. The Union claim that Active is a single employer with Raven and/or Aasco is without merit.

10. Active and Raven/Aasco do not have interrelated operations. The three companies are each separately incorporated, have separate tax identification numbers, separate bank accounts, separate payroll, and conduct separate operations. Each company also has its own employees, equipment, facilities, accounting and billing records, and sales and marketing operations. There are no common bargaining unit employees who work for Active and also are crane operators for Raven, or trucking or rigging employees of Aasco. Equipment is not interchanged between Active, Raven, or Aasco

11. Not only are the bank accounts for each of the companies separate, but the loans for the companies are separate. All of the loans are cross collateralized and guaranteed by each other and (b) (6), (b) (7)(C) individually.

12. This is standard business practice. Companies with common ownership routinely file consolidated tax returns. Lenders, such as WSFS, as a matter of good banking practice, require loans to businesses with common ownership to be cross-guaranteed to obtain maximum security for its loans. The loan guarantees therefore do not further the Union's argument that Active, Raven, or Aasco are single employers.

13. Further, the day-to-day operations of Raven and Aasco are overseen by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C). Active's operations are overseen by (b) (6), (b) (7)(C) .

14. The most important factor—common control of labor relations—is also lacking. (b) (6), (b) (7)(C) is the (b) (6), (b) (7)(C) for Raven Crane and Aasco, and is also responsible for hiring and firing of employees.

15. Raven also has its own (b) (6), (b) (7)(C) . (b) (6), (b) (7)(C) administers the company Employee Handbook and company policies. (b) (6), (b) (7)(C) is responsible for payroll, training, and other human resources duties. Raven and Aasco each have their own payroll, and separately contract with a payroll provider, ADP.

16. Active, on the other hand, has a different (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) is responsible for payroll and other human resource operations for Active.

17. Raven is subject to a traditional Employee Handbook, while Active's labor relations are governed by the CBA referenced above.

18. Active's hiring and firing and disciplinary decisions are made by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

19. Accordingly, the Union cannot establish that Active, Raven, or Aasco constitute a single employer under established Board standards.

20. Further, even assuming, *arguendo*, that the Board determines that single-employer status exists between Active, Raven, or Aasco, accretion is not appropriate. Instead, the employees of Raven or Aasco should be in separate bargaining units established consistent with Board standards.

21. The accretion of employees is fundamentally at odds with the Act's purpose of allowing employees the freedom to choose their collective bargaining representatives, or to choose to remain nonunion. *See Towne Ford Sales*, 270 NLRB 311 (1984); *Giant Eagle Markets*, 308 NLRB 209 (1992).

22. As noted in *Union Electric Company*, 217 NLRB 666, 667 (1975):

Unit clarification, as the terms implies, is appropriate for resolving ambiguities concerning the unit placement of individuals who, for example, come within a newly established classification of disputed unit placement or, within an existing classification which

has undergone recent, substantial changes in the duties and responsibilities of the employees in it so as to create a real doubt as to whether the individuals in such classification continue to fall within the category—excluded or included—that they occupied in the past.

23. As noted above, Active’s bargaining unit employees are members of the Union, and are employed through the Union hiring hall.

24. Raven /Aasco have their own employees, none of whom is hired through the Union hiring hall.

25. Further, the existence of Raven and Aasco has been well known to the Union. Employees of these companies do not constitute newly established classification of workers within Active that a unit clarification petition is designed to resolve. See *Frontier Commc’n Corp. and Int’l B’hood of Electrical Workers, Local 89*, NLRB Case No. 19-UC-200458 (Sept. 5, 2017).

26. In *Safeway Stores*, 256 NLRB 918 (1981), the Board described its test for accretion as requiring that the group to be accreted have “little or no separate group identity,” and “have an overwhelming community of interest with the unit.” However, this test is different than the traditional community-of-interest test that the Board applies in deciding appropriate units in initial representation cases. In that context, the Board will certify any unit that is an appropriate unit, even if it is not the most appropriate unit. *Bartlett Collins*, 334 NLRB 484 (2001).

27. In the accretion context, however, “[a] group of employees is properly accreted to an existing bargaining unit when they have such a close community of interests with the existing unit that they have no true identity distinct from it.” *NLRB v. St. Regis Paper*, 674 F.2d 104, 107-8 (1st Cir. 1982).

28. In determining, under this standard, whether the requisite overwhelming community of interest exists to warrant accretion, the Board considers many of the same community of interest factors relevant to unit determinations in initial representation cases, *i.e.*, integration of operations, centralized control of management and labor relations, geographic proximity, similarity of terms and conditions of employment, similarity of skills and functions, physical contact among employees, collective bargaining history, degree of separate daily supervision, and degree of employee interchange. *E. I. Du Pont*, 341 NLRB 607, 608 (2004); *Compact Video Servs.*, 284 NLRB 117, 119 (1987). However, as stated in *E. I. Du Pont*, the two most important factors—indeed, the two factors that have been identified as **critical** to an accretion finding—are employee interchange and common day-to-day supervision. *Super Valu Stores*, 283 NLRB 134, 136 (1987), citing *Towne Ford Sales*, 270 NLRB 311, 312 (1984).

29. The facts here establish that these factors are not present. Accretion is not appropriate even if the Board finds single-employer status.

30. It should also be noted that the Board has followed a restrictive policy in finding accretion because it forecloses the employee's basic right to select their bargaining representative. *Towne Ford Sales*, 270 NLRB 311 (1984); *Melbet Jewelry Co.*, 180 NLRB 107 (1970). *See also Giant Eagle Markets*, 308 NLRB 206 (1992). When disputed employees do not constitute an accretion to a unit represented by a petitioner, the correct procedure to determine the issue of their inclusion is not a unit-clarification petition, but an election petition pursuant to Section 9(c). *Coca-Cola Bottling Co. of Wis.*, 310 NLRB 844 (1993); *Westinghouse Electric Corp.*, 173 NLRB 310 (1969); *Brockton Taunton Gas Co.*, 178 NLRB 404 (1969); *Roper Corp.*, 186 NLRB 437 (1970); and *Bradford-Robinson Printing Co.*, 193 NLRB 928 (1971).

Here, of course, although the CBA provides for Section (9)(a) representation, there has been no certification of a bargaining unit by the NLRB. Accordingly, if the Board were to find single-employer status, the Raven/Aasco employees should be in separate bargaining units.

For the foregoing reasons, the above referenced Petition should be dismissed.

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Barry M. Willoughby

---

Barry M. Willoughby, Esq., (DE Bar No. 1016)

William W. Bowser, Esq., (DE Bar No. 2239)

Rodney Square

1000 N. King Street

Wilmington, DE 19801-0391

Telephone: (302) 571-6666; (302) 571-6601

Email: bwilloughby@ycst.com; wbowser@ycst.com

Dated: September 15, 2017

*Attorney for Active Crane Rentals, Inc.*

# EXHIBIT A

**NATIONAL LABOR RELATIONS BOARD**

INTERNATIONAL UNION OF )  
OPERATING ENGINEERS, LOCAL 542, )  
 )  
Charging Party, )  
 )  
and, )  
 )  
ACTIVE CRANE RENTALS, INC. )  
 )  
Respondent. )

Case No. 04-UC-202853

Case No. 04-CA-202608

---

INTERNATIONAL UNION OF )  
OPERATING ENGINEERS, LOCAL 542, )  
 )  
Charging Party, )  
 )  
and, )  
 )  
ACTIVE CRANE RENTALS, INC., )  
 )  
Respondent. )

**AFFIDAVIT OF (b) (6), (b) (7)(C)**

STATE OF DELAWARE )  
 ) SS.  
COUNTY OF NEW CASTLE )

I, (b) (6), (b) (7)(C), being duly sworn according to law, do depose and say as follows:

1. I am the (b) (6), (b) (7)(C) of Active Crane Rentals, Inc. ("Active").
2. Active was founded (b) (6), (b) (7)(C) in 1968, and is now wholly owned by

(b) (6), (b) (7)(C).

3. I am informed that Active's crane operators became subject to a collective bargaining agreement with International Union of Operating Engineers, Local 542 (the "Union") in 1969 or '70.

4. As of the date of this Affidavit, Active employs (b) (6), (b) (7)(C) full-time crane operators. I am a member of the Union. All other crane operator positions are filled through the Union hiring hall.

5. In addition, Active employs (b) (6), (b) (7)(C) employees: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

6. (b) (6), (b) (7)(C) is a member of the Union, and occasionally operates one of Active's cranes. (b) (6), (b) (7)(C) receives the Union hourly rate and benefits for all work performed for Active.

7. Prior to receipt of the current Unit Clarification Petition and Unfair Labor Practice Charge, identified as Case Numbers 04-UC-202853 and 04-CA-202608, respectively, Active has not been the subject of any grievances by the Union. Despite its long-term knowledge of Raven Crane & Equipment Company, LLC ("Raven") and Aasco Equipment Corporation ("Aasco"), the Union had not previously contented that Active is a single employer with either Raven or Aasco.

8. Raven was founded in 2004. It is 80% owned by the Irrevocable Trust of (b) (6), (b) (7)(C), dated (b) (6), (b) (7)(C) 2012, and 20% by (b) (6), (b) (7)(C) individually.

9. Raven directly employs (b) (6), (b) (7)(C) full-time crane operators, none of whom are employed through the Union hiring hall.

10. Raven also employs (b) (6), (b) (7)(C) : (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

11. Employees employed in the position of crane operator by Active and Raven perform services only for the company that employs them. Active and Raven crane operators are not interchanged between the two companies.

12. I have reviewed the above-referenced Union Unfair Labor Practice Charge alleging that an incident occurred in February of 2017, in which a Raven crane performed services on a job that was contracted to Active. The incident the Union is referring to in the Charge occurred on December 8, 2016, not in February. The job in question was for Amtrak. The following paragraphs set forth what occurred.

13. Active was the successful bidder on a subcontract from a company called One Source Power, to set 30 poles for a system that helps to slow trains down so they do not derail. The first project under the contract was completed. When the second project was set to begin on December 8, 2016, the Active crane and crew that were to be assigned to the job were held over on another job.

14. In connection with the work on December 8, 2016, Amtrak had undertaken extensive safety preparations where the work was to be done. In addition, the federal Department of Homeland Security had been informed that the work would take place on that date, as required by its procedures. I understand that the Department of Homeland Security must be informed in advance of such work because trains are required to proceed at a much slower speed than usual when proceeding through the area where such work is done. The Department requires Amtrak to inform it in advance to avoid any concern that the trains' slower speeds are due to terrorist or other criminal activity. As a result, the work for Amtrak on December 8, 2016, could not be delayed.

15. Active therefore arranged to have a Raven crane perform the required services that day.

16. There was a charge from Raven to Active for the Amtrak work on that day. *See Exhibit A.*

17. The Raven crane and operator were on the job site from 7:00 a.m. until 3:00 p.m. I not sure who I spoke with, but after the incident, I received a call from a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) complaining about the Raven crane being on the Amtrak job. I explained what happened. I heard nothing further about the issue until the above-referenced Charge was filed.

18. As noted above, the Union did not file a grievance claiming that one of its members had lost any wages. The Union has not contacted (b) (6), (b) (7)(C) to deal with emergency situations such as that which occurred at the Amtrak job. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) between Active and the Union to resolve such issues.

19. Active and Raven bid all contract proposals independently, so they occasionally bid against each other. When they do, there is no collusion, and often the businesses are not aware that they are in competition on a bid.

20. Bidding is frequently solicited by a contractor contacting every crane company in the area. In such cases, Active and Raven are unaware that they have both been solicited.

21. The businesses operate from separate locations. Raven has offices at 196 Quigley Boulevardm, in New Castle, Delaware, while Active is located at 103 Water Street, in Newport, Delaware.

22. Both Active and Raven have long-standing relationships with customers that do not request proposals when there is crane work available. In such cases, the customers do not follow a competitive bidding process.

23. Aasco is a trucking and rigging business, owned entirely by (b) (6), (b) (7)(C) It was formed in 1996. Its office is located at 196 Quigley Boulevard, in New Castle, Delaware.

24. Aasco does not own or operate any cranes. It performs trucking and rigging work for Raven and Active, when necessary. Rigging work involves attaching cables to the object the crane is to lift. Such work is not within the work jurisdiction of the Union.

25. Aasco employs 8 to 10 individuals for trucking and rigging. It also employs (b) (6), (b) (7)(C) : (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) all perform services for Raven, as well.

26. Aasco also employs (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) for multiple business entities.

The costs for these services are charged to each business, at a rate commensurate with the amount of time dedicated to each entity.

27. In addition to division of these administrative services, Aasco, Raven, and Active maintain separate janitorial services, email extensions, and phone systems.

(b) (6), (b) (7)(C)

SWORN TO AND SUBSCRIBED before me, a Notary Public in and for the State and County aforesaid, on this \_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public (Seal)

My Commission Expires: \_\_\_\_\_

rigging work for Raven and Active, when necessary. Rigging work involves attaching cables to the object the crane is to lift. Such work is not within the work jurisdiction of the Union.

25. AASCO employs 8 to 10 individuals for trucking and rigging. It also employs (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) all perform services for Raven as well.

26. AASCO also employs (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

The costs for these services are charged to each business, at a rate commensurate with the amount of time dedicated to each entity.

27. In addition to division of these administrative services, AASCO, Raven, and Active maintain separate janitorial services, email extensions, and phone systems.

(b) (6), (b) (7)(C)

SWORN TO AND SUBSCRIBED before me, a Notary Public in and for the State and County aforesaid, on this 17 day of September, 2017.

Barry M. Willoughby

Notary Public (Seal)

**BARRY M. WILLOUGHBY**

Notary Public - State of Delaware

Notarial Officer Pursuant to

29 Del.C. § 4323(a)(3)

**NATIONAL LABOR RELATIONS BOARD**

|                                 |   |                       |
|---------------------------------|---|-----------------------|
| INTERNATIONAL UNION OF          | ) |                       |
| OPERATING ENGINEERS, LOCAL 542, | ) |                       |
|                                 | ) |                       |
| Petitioner,                     | ) |                       |
|                                 | ) |                       |
| and,                            | ) | Case No. 04-UC-202853 |
|                                 | ) |                       |
| ACTIVE CRANE RENTALS, INC.,     | ) |                       |
|                                 | ) |                       |
| Respondent.                     | ) |                       |

**ACTIVE CRANE RENTAL, INC.'S RESPONSE TO  
THE BOARD'S REQUEST FOR ADDITIONAL INFORMATION**

Active Crane Rentals, Inc. responds to the Board's Request for Information as follows:

**1. The correct name of your organization.**

**RESPONSE:** Active Crane Rentals, Inc. ("Active").

**2. A copy of any existing or recently expired collective-bargaining agreements, and any addenda or extensions, covering any employees in the collective-bargaining unit specified on the petition (the Unit).**

**RESPONSE:** Please see Exhibit A, hereto.

**3. A copy of any certification covering any of the employees in the Unit.**

**RESPONSE:** None. Respondent is a construction industry employer.

**4. The name and contact information for any other labor organization (union) claiming to represent any of the employees in the Unit or any other entity who would be affected by the proposed clarification.**

**RESPONSE:** Frank Bankard, International Union of Operating Engineers, Local 542, 1375 Virginia Drive, Ste. 100, Fort Washington, PA 19034, oe542@yahoo.com, (267) 784-7744.

**5. Documents showing the classifications, duties and responsibilities of employees covered by the Unit, including the number of employees in the**

**Unit, the classifications and number of employees sought to be included or excluded, and the job duties and responsibilities of the employees sought to be included or excluded.**

**RESPONSE:** Please see Exhibit A, hereto.

**6. Your position on the proposed clarification of the Unit.**

**RESPONSE:** Respondent opposes the accretion of employees from Raven Crane & Equipment Company, LLC (“Raven”), Aasco Equipment Corporation (“Aasco”), or any other employer, into the bargaining unit represented by IUOE, Local 542. Each company is distinct. None of them are, collectively, a “single employer” within the meaning of the National Labor Relations Act. Accretion of employees is disfavored because it contravenes the strong policy of allowing employees to freely choose their bargaining representative. *Towne Ford Sales*, 270 NLRB 311 (1984); *Giant Eagle Markets*, 308 NLRB 209 (1992). Likewise, even if we assume, *arguendo*, that Active and Raven/Aasco constitute a single employer, the employees should be in separate bargaining units. *See Peter Kiewit Sons’ Co.*, 206 NLRB 562 (1973).

**7. A completed commerce questionnaire, (form enclosed) to enable us to determine whether the NLRB has jurisdiction in this matter.**

**RESPONSE:** Please see Exhibit B, hereto.

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Barry M. Willoughby

Barry M. Willoughby, Esq., (DE Bar No. 1016)  
William W. Bowser, Esq., (DE Bar No. 2239)  
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1000 N. King Street  
Wilmington, DE 19801-0391  
Telephone: (302) 571-6666; (302) 571-6601  
Email: bwilloughby@ycst.com; wbowser@ycst.com

Dated: September 15, 2017

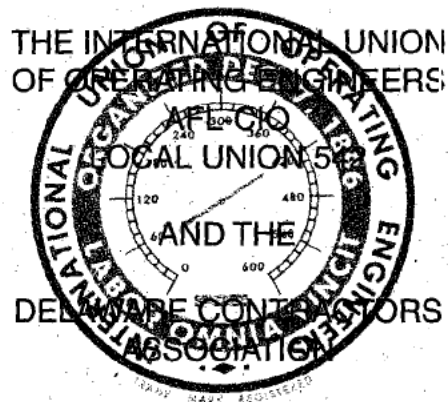
*Attorney for Active Crane Rentals, Inc.*

# EXHIBIT A

**COLLECTIVE  
BARGAINING  
AGREEMENT**

**BETWEEN**

THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS



DELAWARE CONTRACTORS  
ASSOCIATION

**STATE OF DELAWARE AGREEMENT**

Effective May 1, 2012 – April 30, 2014



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**LOCAL UNION 542**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**DISTRICT 1**

1375 Virginia Drive, Suite 100  
Fort Washington, PA 19034  
(215) 542-7500 • Fax (215) 542-7557  
Philadelphia, Bucks, Chester, Delaware & Montgomery Counties

**DISTRICT 2**

P.O. Box 217, 477 Main Street  
Virginsville, PA 19564  
(610) 562-3900 • Fax (610) 562-1494  
Berks, Carbon, Lehigh, Northampton & Schuylkill Counties

**DISTRICT 3**

115 New Street  
Hughesstown, PA 18640  
(570) 654-5420 • Fax (570) 654-5427  
Bradford, Lackawanna,\* Luzerne,\* Monroe,\* Pike,\* Sullivan,  
Wayne,\* Susquehanna\* & Wyoming\* Counties  
(\*Seven (7) County Area)

**DISTRICT 4**

Northwood Office Condominiums  
2201 Forest Hills Drive #9, Suite 5  
Harrisburg, PA 17112  
(717) 541-0944 • Fax (717) 541-0946  
Adams, Columbia, Cumberland, Dauphin, Juniata, Lancaster,  
Lebanon, Lycoming, Montour, Northumberland, Snyder, Perry,  
Tioga, Union & York

**DISTRICT 5**

4268 N. Dupont Parkway  
Townsend, DE 19734  
(302) 449-1915 • Fax (302) 449-0498  
State of Delaware

**PENSION & WELFARE FUND OFFICE**

I.U.O.E. Local 542  
1375 Virginia Drive, Suite 102  
Fort Washington, PA 19034  
(215) 542-8211



INTERNATIONAL UNION  
OF  
OPERATING ENGINEERS

LOCAL UNION 542

ROBERT T. HEENAN  
*General Vice President and Business Manager*

CHARLES PRISCOPO  
*Assistant Business Manager*

JAMES REILLEY  
*President*

CARLOS SMITH, JR.  
*Vice President*

THOMAS P. DANESE  
*Recording Secretary*

JAMES T. JONES  
*Treasurer*

TED JANEKA  
*Financial Secretary*

BOOK FOUR  
TABLE OF CONTENTS

ARTICLE XII - CONSTRUCTION DEFINITIONS

|           |                       |   |
|-----------|-----------------------|---|
| Section 1 | Heavy Construction    | 1 |
| Section 2 | Building Construction | 2 |
| Section 3 | Highway Construction  | 2 |

ARTICLE XIII - WAGES AND WORKING CONDITIONS  
APPLICABLE TO CONSTRUCTION

|             |   |    |
|-------------|---|----|
| Section 1   | Wage Scale  | 3  |
| Section 2   | Overtime Rates  | 3  |
| Section 2A  | Heavy Construction - State of Delaware                                | 3  |
| Section 2B  | Highway Construction - State of Delaware                              | 4  |
| Section 3   | Lead Engineer and Assistant Lead Engineer -<br>State of Delaware      | 4  |
| Section 3A  | Building Construction - Lead Engineer -<br>State of Delaware          | 5  |
| Section 3B  | Heavy Construction - Lead Engineer -<br>State of Delaware             | 5  |
| Section 3C  | Highway Construction - Lead Engineer -<br>State of Delaware           | 5  |
| Section 4   | Weekly Pay - Building & Heavy - State of Delaware                     | 5  |
| Section 4A  | Employment on a Daily Basis - Building<br>& Heavy - State of Delaware | 6  |
| Section 5   | Daily and Weekly Pay - Highway - State of Delaware                    | 6  |
| Section 6   | Multiple Shift Work - Building & Heavy -<br>State of Delaware         | 6  |
| Section 6A  | Multiple Shift Work - Highway - State of Delaware                     | 7  |
| Section 7   | Saturday - State of Delaware  | 7  |
| Section 8   | Sunday and Holiday Pay - Building & Heavy -<br>State of Delaware      | 8  |
| Section 8A  | Sunday and Holiday Pay - Highway -<br>State of Delaware               | 8  |
| Section 9   | Wage Payment - Building & Heavy -<br>State of Delaware                | 9  |
| Section 9A  | Wage Payment - Highway - State of Delaware                            | 9  |
| Section 9B  | Layoff Pay - Building, Heavy & Highway -<br>State of Delaware         | 9  |
| Section 10  | Shifting Employees - Building & Heavy -<br>State of Delaware          | 9  |
| Section 10A | Shifting Employees - Highway - State of Delaware                      | 10 |

|   |   |    |
|---|---|----|
| Section 11  | Compressors - Building & Heavy - State of Delaware . .                          | 10 |
| Section 11A   | Compressors - Highway - State of Delaware . . . . .                             | 10 |
| Section 12  | Welding Equipment - Building & Heavy -<br>State of Delaware . . . . .           | 10 |
| Section 12A   | Welding Equipment - Highway - State of Delaware . . . .                         | 11 |
| Section 13  | Pumps - Building & Heavy - State of Delaware . . . . .                          | 11 |
| Section 13A   | Pumps - Highway - State of Delaware . . . . .                                   | 12 |
| Section 14  | Conveyors - Building & Heavy - State of Delaware . . . .                        | 12 |
| Section 15  | Generators - State of Delaware . . . . .  | 12 |
| Section 16  | Space Heaters - State of Delaware . . . . .                                     | 12 |
| Section 17  | Shovels and Cranes - Building, Heavy<br>& Highway - State of Delaware . . . . . | 13 |
| Section 18  | Concrete Pumps - Building, Heavy & Highway -<br>State of Delaware . . . . .     | 14 |
| Section 19  | Tower Type Cranes . . . . .   | 15 |
| Section 20  | Dual-Purpose Machines - State of Delaware . . . . .                             | 15 |
| Section 21  | Safety and Element Protection - State of Delaware . . . .                       | 15 |
| Section 22  | Winter Heat - State of Delaware . . . . .                                       | 16 |
| Section 23  | Minor Repair Work - State of Delaware . . . . .                                 | 16 |
| Section 24  | Outside Power - State of Delaware . . . . .                                     | 16 |
| Section 25  | Boat Captain - State of Delaware . . . . .                                      | 17 |
| Section 26  | All Hoist and Elevators - State of Delaware . . . . .                           | 17 |
| Section 27  | Hazardous Waste Language - State of Delaware . . . . .                          | 17 |
| Section 28  | Owner/Operator - State of Delaware . . . . .                                    | 18 |
| STATE OF DELAWARE BUILDING AND HEAVY<br>WAGE SCHEDULE . . . . . |   | 19 |
| STATE OF DELAWARE HIGHWAY WAGE SCHEDULE . . . . .               |   | 34 |
| STATE OF DELAWARE - ADDENDUM FOR SITE WORK . . . . .            |   | 46 |
| STATE OF DELAWARE - UTILITY AGREEMENT . . . . .                 |   | 48 |
| THE PENN TANK AGREEMENT . . . . .                               |   | 49 |
| WHARF AND DOCK BUILDERS AGREEMENT . . . . .                     |   | 52 |
| CONTRACT SIGNATURE PAGE . . . . .                               |   | 55 |

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2012 and effective the first day of May, 2012 by and between Local Union 542, International Union of Operating Engineers hereinafter referred to as the "Union," of the one part, and the \_\_\_\_\_ hereinafter referred to as the "Employer," and the Contractors Association of Eastern Pennsylvania, General Building Contractors Association, Northeastern PA Contractors Association, and Delaware Contractors Association hereinafter referred to as the "Association."

This Agreement is negotiated by The Associations as negotiating agent only for its present and future members, hereinafter referred to as the "Employer." For any breach of this contract the liability of the said members shall be several, not joint; and the liability of The Associations shall be only that of a negotiating agent, acting without liability for the acts of its individual members.

## ARTICLE XII CONSTRUCTION DEFINITIONS

### Section 1 - Heavy Construction

Heavy Construction shall include bridges and viaducts, airports, subways, tunnels, caverns and shafts, railroad and railways, reservoirs, dams, water supply and irrigation projects, reclamation and flood control projects, water power and hydro-electric projects, sewage disposal and filtration and water treatment plants, bulkheads and retaining walls, swimming pools, athletic fields, site work, playgrounds, cross-country transmission lines, underground conduits, substations, clear-up work following a disaster, and all work connected therewith and any other construction not defined as building construction or highway construction and the excavation for and demolition required in connection with all of the foregoing and snow removal during construction.

In further connection with hydro-electric projects, the superstructure of the power plant shall be building construction. The substructure under this power plant superstructure shall be build-

ing construction unless the substructure is any part of the dam, reservoir, storage tank, or sluiceway.

### **Section 2 - Building Construction**

Building Construction shall include office buildings, manufacturing plants, generating plants, including heating plants, refineries, warehouses, hospitals, theatres and auditoriums of all kinds, sport stadiums, race tracks, department stores, schools, churches, hotels, apartment houses, building accessory to public utilities, such as railroad stations, round-houses, repair shops, telephone exchanges, bus terminals and the like, post offices, courthouses and other municipal and governmental buildings of all kinds and character, and the excavations for and demolition of all of the foregoing, and snow removal during construction.

The Building Rate shall apply to all work performed on the building job site and to any temporary off-site plants servicing the building job site. Where the temporary off-site plant services more than one (1) job and majority of the work performed by the said off-site plant is for building construction work (within the definitions herein set forth) then the building rate shall apply to all work performed at the said off-site plant; however, if the majority of work performed at any such temporary off-site plant is for heavy construction or highway construction (within the definitions herein set forth) then the appropriate heavy construction or highway construction rate of pay shall be applicable.

### **Section 3 - Highway Construction**

Highway construction shall include all roads, streets, culverts, curbs, gutters, sidewalks and sewer and the excavation for all of the above. All substructures for bridges, grade crossings, causeways, and so forth of 100 feet or less overall length measured from abutment to abutment shall be considered Highway Work.

The Highway Contract shall apply to work performed at the job site in conjunction with home building (up to and including, single family homes and garden-type apartments up to and including four (4) stories).

All other substructures and all superstructures for the aforementioned shall be considered as Heavy Construction. Work formerly done under Utility Construction which includes water lines and duct lines, pipe lines, gas lines, electric lines, and all other lines in conjunction with public utilities, except pipe lines or water lines within the area of a refinery or some other plant installation, and the excavations for all of the foregoing, shall be performed as Heavy Construction in Delaware.

## **ARTICLE XIII WAGES AND WORKING CONDITIONS APPLICABLE TO CONSTRUCTION**

### **Section 1 - Wage Scale**

All classifications and wage rates as covered by this Agreement are set forth in the schedule attached hereto covering the appropriate type of construction and area.

### **Section 2 - Overtime Rates**

State of Delaware: All time worked in excess of eight (8) hours but not in excess of ten (10) hours during a work day shall be paid at time and one-half (1½) the Employee's regular rate. All time worked in excess of ten (10) hours worked in any work day shall be paid the double time rate. All hours worked on Saturday not in excess of eight (8) hours shall be paid at the time and one-half (1½) rate. All hours in excess of eight (8) hours on Saturday shall be paid at the double time rate, however, that in any case when actually working directly with other trades which are allowed double time, the double time rate shall be allowed also to such Engineers and Apprentice/Oilers as are actually working directly with such trades. Holidays shall be compensated for as outlined in Article XIII, Section 8, 8A. (Sundays will be paid at double time rate.)

### **Section 2A - Heavy Construction - State of Delaware**

Overtime pay (except Sundays which shall be paid at the double time rate), shall be computed on the basis of time and one-

half, provided however, that in any case when actually working directly with other trades which are allowed double time, the double time rate shall be allowed also to such Engineers and Apprentices as are actually working directly with such trades. Holidays shall be compensated for as outlined in Article XIII, Section 8, 8A.

#### **Section 2B - Highway Construction - State of Delaware**

All work performed by an Employee after eight (8) hours in one (1) day and/or forty (40) hours in one (1) week, shall be paid at the rate of time and one-half (1½). On snow removal, all work in excess of eight (8) hours per day shall be paid at the rate of time and one-half (1½) except those days listed in Section 4. However, when working directly with other trades allowed double time, the double time rate shall be paid to such Engineers and Apprentice/Oilers.

#### **Section 3 - Lead Engineer and Assistant Lead Engineer - State of Delaware**

The Lead Engineer shall, under the direction of management, supervise the operation, maintenance and repair of all equipment coming under the jurisdiction of the Operating Engineers.

When rented equipment is used on a project with the Operator on the equipment owner's or lessee's payroll, the Operator must be counted in the total number of Employees employed on the project towards the hiring of a Lead Engineer and Assistant Lead Engineer. An Assistant Lead Engineer shall be employed where twenty-five (25) or more Employees are employed on any one (1) project of an Employer and for each multiple of twenty-five (25).

The rate of wages for a Lead Engineer shall be one dollar and fifty cents (\$1.50) per hour above the highest rate of pay of any Engineer employed on a weekly basis for the same Employer on the same project.

The Assistant Lead Engineer, when employed, shall be paid ninety cents (\$0.90) per hour above the highest wage of pay of

any Engineer employed on a weekly basis by the Employer on the same project.

The Lead Engineer shall be employed for any and all hours that an Operating Engineer under her/his supervision is required to work. This shall not apply to Engineers assigned to small equipment such as pumps, welding machines, compressors, etc.

#### **Section 3A - Building Construction - Lead Engineer - State of Delaware**

When seven (7) or more Engineers covered by this Agreement are employed on any one (1) project by the Employer, a Lead Engineer shall be employed.

#### **Section 3B - Heavy Construction - Lead Engineer - State of Delaware**

When seven (7) or more Engineers covered by this Agreement are employed on any one (1) project by the Employer, a Lead Engineer shall be employed.

#### **Section 3C - Highway Construction - Lead Engineer - State of Delaware**

When seven (7) or more Engineers are employed on any one (1) project by one (1) Employer, a Lead Engineer shall be employed. He may be required to do repairs on equipment until nine (9) Engineers are employed.

#### **Section 4 - Weekly Pay - Building & Heavy - State of Delaware**

When Employees covered by this Agreement report for starting work, they shall be entitled to work until the end of his job and shall not be replaced before the conclusion of their job except for just cause. If their job continues for more than five (5) days, said Employees shall be on a forty (40) hour weekly guarantee basis at the weekly rate for the elapsed working days while their job lasts. If rehired before the expiration of one (1) week, they shall be compensated for time lost.

#### **Section 4A - Employment on a Daily Basis - Building & Heavy - State of Delaware**

Employees covered by this Agreement employed on a daily basis shall, unless notified at or before the termination of the preceding period, report for work at the regular period. If not started work within one (1) hour of the scheduled starting time, he shall be dismissed for the period and shall receive four (4) hours pay. If started to work, he shall receive eight (8) hours pay. If employed on a daily basis, he shall receive an additional twenty-five cents (\$0.25) per hour.

#### **Section 5 - Daily and Weekly Pay - Highway - State of Delaware**

Employees covered by this Agreement on jobs of five (5) days or less shall be on a daily basis and shall, unless notified at or before the termination of his preceding period, report for work on his regular period. If not started to work at his scheduled starting time, he shall be dismissed for the period and shall receive pay for two (2) hours. If started to work, he shall receive eight (8) hours pay. If his job continues for more than five (5) days, said Employee shall be on a weekly guarantee basis. If employed on a daily basis, he shall receive an additional twenty-five cents (\$0.25) per hour.

On single shift work, the work days shall consist of any eight (8) consecutive hours worked between 6:00 a.m. and 6:00 p.m. The work week shall be Monday through Friday inclusive. Employees covered by this Agreement shall be guaranteed thirty-two (32) hours pay per week. From November 15th to March 15th of each year the guarantee shall be twenty-four (24) hours each week. Overtime shall be paid for all hours over eight (8) in one (1) day and forty (40) hours in one (1) week. All hours worked shall count toward the guaranteed work week.

#### **Section 6 - Multiple Shift Work - Building & Heavy - State of Delaware**

When more than a single shift is employed, the first shift shall start at the option of the Employer, the second shift shall follow

the first and the third shift shall follow the second. All work from midnight Friday to midnight Sunday shall be at the overtime rate. For pay purposes, the shift closest to the normal day shift shall be paid for at the straight time rate, and each other shift shall receive ten percent (10%) additional for each hour paid. Any shift of less than three (3) days duration will be worked at the overtime rate, except with the consent of the Union. There shall be a one-half hour lunch period on each shift. On any shift overlap, overtime shall be paid for the overlap to one (1) shift only. The details of the shifts will be discussed with the Union prior to setting up. But under no circumstances shall there be more than eight (8) hours work without overtime pay or lunch period be other than between the third and fifth hour of work.

#### **Section 6A - Multiple Shift Work - Highway - State of Delaware**

When more than a single shift is employed the first shift shall start at the option of the Contractor and shall be paid for at the straight time rate, the second shift shall follow the first, and be paid for at the straight time rate plus five percent (5%) for each hour worked, the third shift shall then follow the second and be paid for at the straight time rate and five percent (5%) per hour for each hour worked, provided however, the Contractor may elect to pay for the second shift, eight (8) hours pay for the 7½ hours worked and for the third shift eight (8) hours pay for seven (7) hours worked.

For pay purposes, the shift nearest 8:00 a.m. to 4:00 p.m. shall be the first shift, the shift nearest 4:00 p.m. to 12:00 midnight shall be the second shift and the shift nearest to 12:00 midnight to 8:00 a.m. shall be the third shift.

#### **Section 7 - Saturday - State of Delaware**

Employees covered by this Agreement who are required to report on Saturdays shall receive two (2) hours pay at the applicable overtime rate, and if required to start work shall receive four (4) hours at the applicable overtime rate, and if required to work

more than four (4) hours shall receive eight (8) hours pay at the overtime rate.

**Section 8 - Sunday and Holiday Pay - Building & Heavy - State of Delaware**

The Holidays adopted are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such. Work performed on Holidays shall be paid for at the double time rate, which includes Holiday Pay. Only in case of emergency shall work be performed on Labor Day. Employees covered by this Agreement on a weekly basis shall be paid for Holidays falling during the scheduled work week, provided such Employees worked the scheduled work day previous to the Holiday and the scheduled work day following the Holiday.

Employees covered by this Agreement reporting on the above Holidays or on Sundays shall receive twelve (12) hours pay, but if started to work shall receive sixteen (16) hours pay. If not started to work on the above mentioned days within one (1) hour of the scheduled starting time, he shall be dismissed for the period and receive twelve (12) hours pay at his regular straight time rate. Holidays falling on Saturday shall be recognized as a paid Holiday. In the Delaware Building and Heavy, the day after Thanksgiving will also be recognized as a Holiday. A Holiday falling on Saturday shall be recognized as a paid Holiday and celebrated on Friday. Holidays falling on Sunday shall be celebrated on Monday.

**Section 8A - Sunday and Holiday Pay - Highway - State of Delaware**

Work performed on the following Holidays or days on which those Holidays are observed shall be paid for at the double time rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Sundays. Only in case of an emergency shall work be performed on Labor Day. If any other days are observed as Holidays and work cannot be performed, any time worked on Saturday to make up for such Holi-

days shall be at the overtime rate. Employees required to work on any of the above Holidays shall receive sixteen (16) hours pay.

**Section 9 - Wage Payment - Building & Heavy - State of Delaware**

Employees covered by this Agreement shall be paid in cash or by check, with a detachable pay stub containing all pertinent information, at the option of the Local Union each week at or before quitting time on the regular pay day. The Employer shall not be permitted to retain more than three (3) days pay. Such Employees not paid promptly on the regular pay day or when dismissed shall be paid waiting time until paid, except where the delay is for reasons beyond the Employer's control. Such waiting time shall not exceed eight (8) hours.

**Section 9A - Wage Payment - Highway - State of Delaware**

Employees covered by this Agreement shall be paid in cash each week. Members of Delaware Contractors Association, may pay by check and can mail final check if unable to deliver at time of lay-off. Payment shall be made at or before quitting time on the regular pay day. The Employers shall not be permitted to retain more than five (5) days pay. Such Employees not paid on the regular pay day or when dismissed, shall be paid waiting time until paid, except where the delay is for reasons beyond the Employer's control. Such waiting time shall not exceed four (4) hours.

**Section 9B - Layoff Pay - Building, Heavy & Highway - State of Delaware**

Upon layoff, after notifying Referral Hall, check may be mailed if post marked within twenty-four (24) hours.

**Section 10 - Shifting Employees - Building & Heavy - State of Delaware**

Employees covered by this Agreement may be shifted only twice during a day (Example - A-B-C or A-B-A). The Employee shall receive the highest rate of pay for the day.

#### **Section 10A - Shifting Employees - Highway - State of Delaware**

Employees covered by this Agreement may be shifted only four (4) times during a day in his own rate classification.

#### **Section 11 - Compressors - Building & Heavy - State of Delaware**

An Operating Engineer will be required on compressors over 125 cubic feet. With respect to compressors 125 cubic feet and under, it is hereby agreed the Employer may operate two (2) such units in all cases without the employment of an Engineer. Whenever three (3) or more compressors are used by the Employer on any one (1) project, then an Engineer must be employed.

#### **Section 11A - Compressors - Highway - State of Delaware**

One (1) Engineer may operate as many compressors on any job as he can conveniently handle; provided however, at all times, jurisdiction over all compressors remains with the Operating Engineers Union.

An Engineer will not be required on compressors up to and including 200 cubic feet per minutes.

#### **Section 12 - Welding Equipment - Building & Heavy - State of Delaware**

One (1) 300 amp or less piece of welding equipment may be operated without an Engineer. If more than one (1) piece of welding equipment of any size or larger than 300 amp is operated on the same day by the same Contractor on the same job site, an Engineer shall be required. One (1) additional Engineer shall be employed for the fourth (4th) such machine and every three (3) thereafter. However, when one (1) compressor 125 cubic feet and under and one (1) piece of welding equipment 300 amp or less are used on the same day by the same Contractor on the same job site, an Engineer shall be required. One (1) additional Engineer shall be employed for the fourth (4th) such machine and every three (3) thereafter.

#### **Section 12A - Welding Equipment - Highway - State of Delaware**

Two (2) 250 amp or less pieces of welding equipment may be operated without an Engineer. If more than two (2) pieces of welding equipment of any size or larger than 250 amp are operated on the same day by the same Contractor on the same job site, an Engineer shall be required. One (1) additional Engineer shall be employed for the fourth (4th) such machine and every three (3) thereafter.

At the option of the Union, a Miscellaneous Equipment Mechanic may be used to operate the above equipment.

Any three (3) pieces of equipment outlined in this Article not requiring the services of an Engineer singularly shall require the services of an Engineer, provided however, one (1) additional Engineer, shall be employed for the fourth (4th) such machine and every three (3) thereafter. However, when one (1) compressor 125 cubic feet and under and one (1) piece of welding equipment 300 amp or less are used on the same day by the same Contractor on the same job site, an Engineer shall be required. One (1) additional Engineer shall be employed for the fourth (4th) such machine and every three (3) thereafter.

#### **Section 13 - Pumps - Building & Heavy - State of Delaware**

One (1) three (3) inch factory specification pump or its equivalent may be operated without an Engineer. If more than one (1) pump of any size or larger than three (3) inches is operated on the same day by the same Employer on the same job site, an Engineer shall be required; provided however, that the operation of all pumps will remain with the jurisdiction of the Operating Engineers.

Pumps not requiring an Operating Engineer will be serviced by an Apprentice or an Operating Engineer on the job. Submersible electric pumps will be manned only during productive work hours.

### Section 13A - Pumps - Highway - State of Delaware

One (1) Engineer may operate as many pumps on any job as he can conveniently handle; provided however, at all times, jurisdiction over all pumps remains within the Operating Engineers Union.

A single pump up to and including five (5) inch discharge or more than one (1) pump not to exceed five (5) inches may be operated without the services of an Engineer, provided however, at all times, jurisdiction over all pumps remains within the Operating Engineers Union.

### Section 14 - Conveyors - Building & Heavy - State of Delaware

One (1) building conveyor forty (40) feet or less may be operated without an Engineer, however, if conveyor is longer than forty (40) feet, or more than one (1) conveyor of any size is used by the same Contractor on the same day on the same job site, an Operating Engineer shall be employed. One (1) Engineer may operate up to three (3) conveyors. At all times, the jurisdiction of conveyors will remain with the Operating Engineers. The General Contractor is responsible for compliance with this Section.

### Section 15 - Generators - State of Delaware

One (1) electric generator or one (1) piece of similar equipment may be operated without the use of an Engineer, provided the rating of such generator or equipment does not exceed five thousand (5,000) watts. The operation of electric generators will remain within the jurisdiction of the Operating Engineers.

### Section 16 - Space Heaters - State of Delaware

One (1) space heater of 500,000 BTU or less may be operated without an Engineer. If more than one (1) heater is operated on the same day by the same Contractor on the same job site, an Engineer shall be required for each multiple of five (5) such units so operated. The operation of space heaters will remain within the jurisdiction of the Operating Engineers.

### Section 17 - Shovels & Cranes - Building, Heavy & Highway - State of Delaware

A. All shovels and cranes, including cherry picker type machinery and equipment **80 tons and over**, and backhoes and truck mounted rigs shall require an Operating Engineer and an Apprentice/Oiler Engineer. **All crane Operators, backhoe and truck mounted rig Operators including pile driving rigs and drilling equipment shall be paid the Group I(A) or II(A) rate of pay as per the Agreement except where indicated in Section 17C.**

B. It is agreed that an Apprentice/Oiler Engineer will be required on the following machinery and equipment:

- (1) Crawler backhoes and crawler gradalls over **four (4) cubic yards** factory rating; and
- (2) A single person operation truck crane **80 tons and over** factory rating and
- (3) Hydraulic backhoes over **four (4) cubic yards** factory rating; and
- (4) Cherry picker type machinery and equipment **80 tons and over** factory rating.

C. On equipment listed in Section 17A and B hereof, the Employer will compensate the Operating Engineer of such equipment Wage Group I(A) or II(A), provided however, that Wage Group I(A) and II(A) does not apply to the following equipment:

- (1) Pippin type or other hydraulic backhoes of one (1) cubic yard or less; and
- (2) Cherry picker less than 15 ton factory rating.

(Normal maintenance will be done during the regular work day.)

Should a second person be required/needed on a machine, it will be within the Operating Engineers jurisdiction.

The Apprentice Engineer or Oiler shall be under the direct supervision of the Engineer to whom he is assigned. His or her duties at the discretion of the Employer may include, but are not limited to, cleaning, oiling, greasing, hook mats, spot trucks, change cables, change booms, signal crane, or any other non-jurisdictional work directly involved with his or her piece of

equipment. He may service his or her piece of equipment during the lunch period without premium pay, if permitted to take an equivalent period immediately before or after the scheduled lunch period. With the exception of the lunch period, at no time can a machine requiring an Apprentice Engineer/Oiler or machines falling under Wage Group I(A) and Wage Group II(A) work or travel under own power or be repaired without a full crew. Grease truck personnel may work other than the regular shift at the shift differential rate.

On all machines with booms, jibs, masts, and leads 100 feet from ground up, fifty cents (\$.50) per hour additional will be paid for each increment of 25 feet over 100 feet. On machines with booms (including jibs, masts, and leads, etc.), 200 feet and over, two (2) Operating Engineers will be required.

All derricks shall require an Apprentice Engineer or Oiler. One (1) Apprentice Engineer or Oiler shall service three (3) guy derricks when under the direction of one (1) Employer or Contractor when working in conjunction with each other.

#### **Section 18 - Concrete Pumps - Building, Heavy & Highway - State of Delaware**

Provision for an Apprentice/Oiler to be waived, on concrete pumps as follows:

- (a) For boom used in a stationary position.
- (b) For boom type concrete truck that has **196 feet (61 meters)** of boom length or less that is involved in a **350** yard of concrete pour, or less, per eight (8) hour work day.
  1. Should a second person be required/**needed**, the work will be assigned to an Operating Engineer as that of an Apprentice/Oiler.
  2. Should the boom not be in the sight of the Operator, then the Employer will engage an Apprentice/Oiler.
  3. **All Boom Pump Operators** will be paid Wage Group I(A).

The Apprentice/Oiler shall be under the direct supervision of the Engineer to whom he is assigned. His duties at the discretion of the Employer may include, but are not limited to, cleaning, oiling, greasing, hook mats, spot trucks, change cables, change booms, signal crane, or any other non-jurisdictional work directly involved with his piece of equipment. He may service his piece of equipment during the lunch period without premium pay, if permitted to take an equivalent period immediately before or after the scheduled lunch period. With the exception of the lunch period, at no time can a machine requiring an Apprentice/Oiler work or travel under own power or be repaired without a full crew. Grease truck personnel may work other than the regular shift at the shift differential rate.

#### **Section 19 - Tower Type Cranes**

All tower type cranes shall require two (2) Engineers. The erecting, dismantling, jumping and jacking shall be done by the crew of Engineers, if additional men are needed, they shall be hired from the Union's Referral List in accordance with the referral system under this Agreement. The crew will remain on the job for the applicable work shift. Tower cranes calculated from ground up and out for purpose of boom pay, **and receive the Group I(A) Wage Group of pay.**

#### **Section 20 - Dual-Purpose Machines - State of Delaware**

Dual-purpose machines shall carry the Wage Group II rate of pay. Dual-purpose machine means any machine with additional attachments that is capable of and is operated to perform two (2) functions or more at the same time or on the same day.

#### **Section 21 - Safety and Element Protection - State of Delaware**

Employees shall be properly protected from material and the elements.

The parties have a mutual responsibility to cooperate in developing mutually satisfactory means of achieving continuing improvement in the safety conditions in the industry. Members of the Union and the Employer shall comply with all safety measures required under City, County, State, and Federal Safety Rules and Regulations.

The Employer and the Union will develop and keep up to date a written safety program. This safety program will include a Joint Safety Committee, which will meet regularly. All safety equipment required by this program shall be furnished by the Employer.

#### **Section 22 - Winter Heat - State of Delaware**

Operators of electric, gas, diesel, or skeleton machines during winter weather shall be provided with heat.

#### **Section 23 - Minor Repair Work - State of Delaware**

Operator shall do minor repair work on the machine as is required by the Employer, provided this shall not be used for the purpose of reducing the number of Maintenance Engineers who would ordinarily be employed on the job.

Repair work done on overtime shall be paid for at the applicable overtime rate. Maintenance Engineers shall be required to furnish tools.

#### **Section 24 - Outside Power - State of Delaware**

When the Employer obtains power from a permanent or temporary plant, i.e. steam, compressed air, hydraulic, or other power, for the operating of any machine or automatic tools, or for the purpose of furnishing temporary heat for heating materials or to buildings under course of construction or used in construction of new buildings, additions, alterations, or repairs thereto; Employees covered hereunder shall man and operate such permanent or temporary plant from which source of power is supplied. In the event that the Employer is unable to arrange this, Engineers shall man all valves or other outlets of such source of power as is used

by the Employer and shall be paid the rate of wages applicable to the classification of work in which he is employed subject to Article XIII, Section 1. The General Contractor will assume responsibility for manning the source of power for himself and his Sub-Contractors. In the case of heat, regardless of source, for construction purposes, it is agreed that manning for comfort heat will be required only when men are working. If twenty-four (24) hour, seven (7) day heat coverage is required for construction purposes, a four (4) man - six (6) hour shift schedule may be used to minimize overtime.

Overtime will be paid for all hours worked over forty (40) hours per week on the four (4) man - six (6) hour schedule only. Manning shall be required when building is under construction but shall be discontinued when interior construction is substantially complete.

#### **Section 25 - Boat Captain - State of Delaware**

On all power boats or water crafts used in conjunction with construction, the work performed by the Captain and Maintenance Engineer shall be assigned to Employees covered by this Agreement.

#### **Section 26 - All Hoists and Elevators - State of Delaware**

An Engineer shall be employed on all elevators or hoists (freight or passenger) where used for handling of freight, including building materials, furniture, office equipment, and all tools or equipment of any other craft, subject to Article XIII, Section 1. The General Contractor shall either furnish or require the hiring of a hoist Operator (elevator Operator) when used by the General Contractor or by the Sub-Contractor.

#### **Section 27 - Hazardous Waste Language - State of Delaware**

All Toxic/Hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

Operating Engineers dispatched to any job site requiring any Haz-Mat Certification or required to work on any site requiring Haz-Mat Certification shall receive the Haz-Mat rate of pay as outlined in Wage Group VII A or B once the site is designated as a Hazardous Waste Site.

**Section 28 - Owner/Operator - State of Delaware**

The parties hereto will provide for the Owner/Operator and the contribution required for Health and Welfare Coverage.

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**BUILDING/HEAVY RATES FOR THE STATE OF  
DELAWARE OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP I   | Effective Date |   | 05/01/11 |  | 05/01/12 |           | 05/01/13 |
|--|----------------|---|----------|--|----------|-----------|----------|
|  |                | Surcharge   |          | Surcharge  |          | Surcharge |          |
| Hourly Rate  |                |   | \$34.89  |  | \$35.06  |           | \$35.36  |
| H & W  | 0.160          | *\$5.38   | \$10.96  | *\$5.98  | \$11.59  | *\$6.58   | \$12.25  |
| Pension  | 0.105          |   | \$3.66   |  | \$3.68   |           | \$3.71   |
| Apprentice Tr.   | 0.010          | \$0.20  | \$0.55   | \$0.20   | \$0.55   | \$0.20    | \$0.55   |
| S.U.B.   | 0.020          |   | \$0.70   | \$0.18   | \$0.88   | \$0.18    | \$0.89   |
| Annuity  |                |   | \$5.00   |  | \$5.00   |           | \$5.00   |
| Pin Point  |                |   | \$0.50   |  | \$0.75   |           | \$1.00   |
| Total  | 0.295          | \$5.58  | \$56.26  | \$6.36   | \$57.51  | \$6.96    | \$58.76  |
| Handling Steel and Stone<br>in Connection with Erection<br>Cranes*** |                | Any Machines Handling Machinery<br>Cable Spinning Machine<br>Helicopter |          | Concrete Pumps<br>High Rail/Burro Crane<br>Rail Loader (Winch Boom Type) |          |           |          |

**Machines similar to above, including remote control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

\*\*\*Refer to Section 17, Paragraph C

**BUILDING/HEAVY RATES FOR THE STATE OF  
DELAWARE OPERATING ENGINEERS - LOCAL 542**

| Wage Group I(A) | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|-----------------|----------------|-----------|----------|-----------|----------|-----------|----------|
|                 |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate     |                |           | \$37.88  |           | \$38.06  |           | \$38.36  |
| H & W           | 0.160          | *\$5.38   | \$11.44  | *\$5.98   | \$12.06  | *\$6.58   | \$12.72  |
| Pension         | 0.105          |           | \$3.98   |           | \$4.00   |           | \$4.03   |
| Apprentice Tr.  | 0.010          | \$0.20    | \$0.58   | \$0.20    | \$0.58   | \$0.20    | \$0.58   |
| S.U.B.          | 0.020          |           | \$0.76   | \$0.18    | \$0.94   | \$0.18    | \$0.95   |
| Annuity         |                |           | \$5.00   |           | \$5.00   |           | \$5.00   |
| Pin Point       |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total           | 0.295          | \$5.58    | \$60.14  | \$6.36    | \$61.39  | \$6.96    | \$62.64  |

Handling Steel and Stone in Connection with Erection  
Cranes\*\*\* Any Machines Handling Machinery  
Concrete Pumps High Rail/Burro Crane  
Rail Loader (Winch Boom Type)

Single Person Truck Cranes 15 Ton and Over Factory Rating, and Cherry Picker Type Machinery and Equipment 15 Ton and Over Factory Rating, etc.

All equipment in this Group which previously received the hour in lieu of an Oiler will receive Wage Group I(A).

Machines similar to above, including remote control equipment

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

\*\*\*Refer to Section 17, Paragraph C

20

**BUILDING/HEAVY RATES FOR THE STATE OF  
DELAWARE OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP II  | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|----------------|----------------|-----------|----------|-----------|----------|-----------|----------|
|                |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate    |                |           | \$34.54  |           | \$34.71  |           | \$35.02  |
| H & W          | 0.160          | *\$5.38   | \$10.90  | *\$5.98   | \$11.54  | *\$6.58   | \$12.18  |
| Pension        | 0.105          |           | \$3.63   |           | \$3.64   |           | \$3.68   |
| Apprentice Tr. | 0.010          | \$0.20    | \$0.55   | \$0.20    | \$0.55   | \$0.20    | \$0.55   |
| S.U.B.         | 0.020          |           | \$0.69   | \$0.18    | \$0.87   | \$0.18    | \$0.88   |
| Annuity        |                |           | \$5.00   |           | \$5.00   |           | \$5.00   |
| Pin Point      |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total          | 0.295          | \$5.58    | \$55.81  | \$6.36    | \$57.06  | \$6.96    | \$58.31  |

|                                      |                                    |                                   |
|--------------------------------------|------------------------------------|-----------------------------------|
| All Types of Cranes                  | Hoist with Two Towers              | Keystones                         |
| All Types of Backhoes***             | All Pavers (Concrete and Blacktop) | Tandem Scrapers                   |
| Cableways                            | All Types of Overhead Cranes       | Tower Type Crane Operation,       |
| Conveyor Loaders (Euclid-Type Wheel) | Building Hoists - Double Drum      | Erecting, Dismantling,            |
| Drag Lines                           | (Unless Used as a Single Drum)     | Jumping or Jacking                |
| All Types of Shovels                 | Milling Machine                    | Drills Self-Contained             |
| Derricks                             | Mucking Machines in Tunnel         | (Drillmaster Type)                |
| Trench Shovels                       | Gradalls                           | Chipper with Boom                 |
| Trenching Machines                   | Front-End Loaders                  | Tree Spade                        |
| Pippin Type Backhoes                 | Bulldozers and Tractors            | Concrete Breaking Machines        |
|                                      | Boat Captain                       | (Guillotine Type and Remote Type) |

21

**BUILDING/HEAVY RATES FOR THE STATE OF  
DELAWARE OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP II cont'd        | Effective Date | 05/01/11                       | 05/01/12                                | 05/01/13  |
|-----------------------------|----------------|--------------------------------|---|-----------|
|                             |                | Surcharge                      | Surcharge                               | Surcharge |
| Hourly Rate                 |                | \$34.54                        | \$34.71                                 | \$35.02   |
| H & W                       | 0.160          | *\$5.38                        | *\$5.98                                 | *\$6.58   |
| Pension                     | 0.105          | \$3.63                         | \$3.64                                  | \$3.68    |
| Apprentice Tr.              | 0.010          | \$0.20                         | \$0.20                                  | \$0.20    |
| S.U.B.                      | 0.020          | \$0.69                         | \$0.18                                  | \$0.87    |
| Annuity                     |                | \$5.00                         | \$5.00                                  | \$5.00    |
| Pin Point                   |                | \$0.50                         | \$0.75                                  | \$1.00    |
| Total                       | 0.295          | \$5.58                         | \$6.36                                  | \$6.96    |
| Forklift                    |                | Rollers (High Grade Finishing) | Tractor Mounted Hydro Axe               |           |
| Motor Patrols (Fine Grade)  |                | Mechanic - Welder              | Bundle Puller-Extractors (Tubular Type) |           |
| Batch Plant with Mixer      |                | Spreaders (Asphalt)            | Production Switch Tamper                |           |
| All Autograde and Concrete  |                | Side Boom                      | Ballast Regulators                      |           |
| Finishing Machines          |                | Bobcat type (All Attachments)  | Tie Replacer                            |           |
| (Excluding Trowel Machines) |                | Vermeer Saw Type Machine       | Rail/Road Loader                        |           |
| Carryalls, Scrapers &       |                | (Other than Hand Held)         | Power Jack Liner                        |           |
| Tournapulls                 |                | Directional Boring Machines    | Portable Rock Crusher                   |           |

**Machines similar to above, including remote control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

\*\*\*Refer to Section 17, Paragraph C

**BUILDING/HEAVY RATES FOR THE STATE OF  
DELAWARE OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP II(A) | Effective Date | 05/01/11  | 05/01/12  | 05/01/13  |
|------------------|----------------|-----------|-----------|-----------|
|                  |                | Surcharge | Surcharge | Surcharge |
| Hourly Rate      |                | \$37.55   | \$37.71   | \$38.02   |
| H & W            | 0.160          | *\$5.38   | *\$5.98   | *\$6.58   |
| Pension          | 0.105          | \$3.94    | \$3.96    | \$3.99    |
| Apprentice Tr.   | 0.010          | \$0.20    | \$0.20    | \$0.20    |
| S.U.B.           | 0.020          | \$0.75    | \$0.18    | \$0.93    |
| Annuity          |                | \$5.00    | \$5.00    | \$5.00    |
| Pin Point        |                | \$0.50    | \$0.75    | \$1.00    |
| Total            | 0.295          | \$5.58    | \$6.36    | \$6.96    |

**Single Person Operation Truck Cranes 15 Ton and Over Factory Rating, and Cherry Picker Type Machinery and Equipment 15 Ton and Over, etc. Cranes Doing Hook Work Will Be Paid Wage Group I(A).**

**Crawler Backhoes and Crawler Gradalls Over One (1) Cubic Yard Factory Rating, Hydraulic Backhoes Over One (1) Cubic Yard Factory Rating.**

**All equipment in this Group which previously received the hour in lieu of an Oiler will receive Wage Group II(A).**

**Machines similar to above, including remote control equipment**

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**BUILDING/HEAVY RATES FOR THE STATE OF  
DELAWARE OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP III | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|----------------|----------------|-----------|----------|-----------|----------|-----------|----------|
|                |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate    |                |           | \$32.36  |           | \$32.52  |           | \$32.83  |
| H & W          | 0.160          | *\$5.38   | \$10.55  | *\$5.98   | \$11.19  | *\$6.58   | \$11.83  |
| Pension        | 0.105          |           | \$3.40   |           | \$3.41   |           | \$3.45   |
| Apprentice Tr. | 0.010          | \$0.20    | \$0.52   | \$0.20    | \$0.53   | \$0.20    | \$0.53   |
| S.U.B.         | 0.020          |           | \$0.65   | \$0.18    | \$0.83   | \$0.18    | \$0.84   |
| Annuity        |                |           | \$5.00   |           | \$5.00   |           | \$5.00   |
| Pin Point      |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total          | 0.295          | \$5.58    | \$52.98  | \$6.36    | \$54.23  | \$6.96    | \$55.48  |

|  |                            |                                      |
|--|----------------------------|--------------------------------------|
| Conveyors (Except Building<br>Conveyors) | Forklift Trucks All Types  | Fine Grade Machines                  |
| Asphalt Plant Engineers                  | Ditch Witch Type Trenchers | Elevator Operator (New Construction) |
| High or Low Pressure Boilers             | Motor Patrols              | Building Hoists (Single Drum)        |
| Well Drillers                            | Concrete Breaking Machines | Stump Grinder                        |
|  | Rollers                    |                                      |

Machines similar to above, including remote control equipment

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

24

**BUILDING/HEAVY RATES FOR THE STATE OF  
DELAWARE OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP IV  | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|----------------|----------------|-----------|----------|-----------|----------|-----------|----------|
|                |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate    |                |           | \$31.96  |           | \$32.13  |           | \$32.44  |
| H & W          | 0.160          | *\$5.38   | \$10.49  | *\$5.98   | \$11.13  | *\$6.58   | \$11.77  |
| Pension        | 0.105          |           | \$3.36   |           | \$3.37   |           | \$3.41   |
| Apprentice Tr. | 0.010          | \$0.20    | \$0.52   | \$0.20    | \$0.52   | \$0.20    | \$0.52   |
| S.U.B.         | 0.020          |           | \$0.64   | \$0.18    | \$0.82   | \$0.18    | \$0.83   |
| Annuity        |                |           | \$5.00   |           | \$5.00   |           | \$5.00   |
| Pin Point      |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total          | 0.295          | \$5.58    | \$52.47  | \$6.36    | \$53.72  | \$6.96    | \$54.97  |

|                                   |                        |                              |
|-----------------------------------|------------------------|------------------------------|
| Seamen Pulverizing Mixer          | Farm Tractors          | Power Broom (Self-Contained) |
| Tire Man on Power Equipment       | Form Line Graders      | Seed Spreader                |
| Maintenance Engineer (Power Boat) | Road Finishing Machine | Grease Truck                 |

Machines similar to above, including remote control equipment

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

25

**BUILDING/HEAVY RATES FOR THE STATE OF  
DELAWARE OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP V   | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|----------------|----------------|-----------|----------|-----------|----------|-----------|----------|
|                |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate    |                |           | \$29.92  |           | \$30.09  |           | \$30.40  |
| H & W          | 0.160          | *\$5.38   | \$10.17  | *\$5.98   | \$10.80  | *\$6.58   | \$11.45  |
| Pension        | 0.105          |           | \$3.14   |           | \$3.16   |           | \$3.19   |
| Apprentice Tr. | 0.010          | \$0.20    | \$0.50   | \$0.20    | \$0.50   | \$0.20    | \$0.50   |
| S.U.B.         | 0.020          |           | \$0.60   | \$0.18    | \$0.78   | \$0.18    | \$0.79   |
| Annuity        |                |           | \$5.00   |           | \$5.00   |           | \$5.00   |
| Pin Point      |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total          | 0.295          | \$5.58    | \$49.83  | \$6.36    | \$51.08  | \$6.96    | \$52.33  |

Conveyors (Building)  
Welding Machines  
Heaters  
Wellpoints  
Compressors

Pumps  
Miscellaneous Equipment Operator  
Elevator Operators (Renovations)  
House Car

Machines similar to above, including remote control equipment

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**BUILDING/HEAVY RATES FOR THE STATE OF  
DELAWARE OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP VI  | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|----------------|----------------|-----------|----------|-----------|----------|-----------|----------|
|                |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate    |                |           | \$29.34  |           | \$29.51  |           | \$29.81  |
| H & W          | 0.160          | *\$5.38   | \$10.07  | *\$5.98   | \$10.69  | *\$6.58   | \$11.35  |
| Pension        | 0.105          |           | \$3.08   |           | \$3.10   |           | \$3.13   |
| Apprentice Tr. | 0.010          | \$0.20    | \$0.49   | \$0.20    | \$0.50   | \$0.20    | \$0.50   |
| S.U.B.         | 0.020          |           | \$0.59   | \$0.18    | \$0.77   | \$0.18    | \$0.78   |
| Annuity        |                |           | \$5.00   |           | \$5.00   |           | \$5.00   |
| Pin Point      |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total          | 0.295          | \$5.58    | \$49.07  | \$6.36    | \$50.32  | \$6.96    | \$51.57  |

Fireman  
Oilers and Deck Hands (Personnel Boats)  
Grease Truck Helper

Machines similar to above, including remote control equipment

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

### APPRENTICE ADDENDUM

**APPRENTICES** subject to availability, will be referred to each Employer at the ratio of one Apprentice to each six (1:6) Journey-members employed. Hoisting machines, as defined in the Collective Bargaining Agreement, will not be computed into this ratio. Hoisting machines will continue to be manned as required in the Agreement.

**THE EMPLOYER** shall not lay-off an Apprentice for lack of work unless notice has been given to the Local at least twenty-four (24) hours prior to lay-off. When equipment is shut-down the Apprentice will not replace the Journey-member.

**THE CLASSIFICATION** of Apprentice (e.g. First Year, Second Year, etc.) shall be defined by the Apprenticeship and Training Coordinator. Apprentices, upon the successful completion of each incremental milestone, shall receive a 5% step rate increase based on the Group I Classification.

**THE** parties agree to comply with the standards of Apprenticeship for Operating Engineers as established by the Joint Apprenticeship and Training Committee. The Apprentice shall assume such duties as are agreed to by the Joint Apprentice and Training Trustees.

|   |     |
|---|-----|
| (a) Probation to first six months of Registered Apprentices                     | 50% |
| (b) Second six months of Apprenticeship to successful completion of first year  | 55% |
| (c) Third six months of Registered Apprenticeship                               | 60% |
| (d) Fourth six months of Apprenticeship to successful completion of second year | 65% |
| (e) Fifth six months of Registered Apprenticeship                               | 70% |
| (f) Sixth six months of Apprenticeship to successful completion of third year   | 75% |
| (g) Seventh six months of Registered Apprenticeship                             | 80% |
| (h) Eighth six months of Apprenticeship to completion of program                | 85% |

### BUILDING/HEAVY RATES FOR THE STATE OF DELAWARE OPERATING ENGINEERS - LOCAL 542

| Apprentice Rates              | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|-------------------------------|----------------|-----------|----------|-----------|----------|-----------|----------|
| <b>Fourth Year Apprentice</b> |                |           |          |           |          |           |          |
|                               |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate                   |                |           | \$30.76  |           | \$30.94  |           | \$31.24  |
| H & W                         | 0.160          | *\$5.38   | \$10.30  | *\$5.98   | \$10.92  | *\$6.58   | \$11.59  |
| Pension                       | 0.105          |           | \$3.23   |           | \$3.25   |           | \$3.28   |
| Apprentice Tr.                | 0.010          | \$0.20    | \$0.51   | \$0.20    | \$0.51   | \$0.20    | \$0.51   |
| S.U.B.                        | 0.020          |           | \$0.62   | \$0.18    | \$0.80   | \$0.18    | \$0.80   |
| Annuity                       |                |           | \$4.25   |           | \$4.25   |           | \$4.25   |
| Pin Point                     |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total                         | 0.295          | \$5.58    | \$50.17  | \$6.36    | \$51.42  | \$6.96    | \$52.67  |

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**BUILDING/HEAVY RATES FOR THE STATE OF  
DELAWARE OPERATING ENGINEERS - LOCAL 542**

| Apprentice Rates             | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|------------------------------|----------------|-----------|----------|-----------|----------|-----------|----------|
| <b>Third Year Apprentice</b> |                |           |          |           |          |           |          |
|                              |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate                  |                |           | \$27.97  |           | \$28.14  |           | \$28.45  |
| H & W                        | 0.160          | *\$5.38   | \$9.85   | *\$5.98   | \$10.49  | *\$6.58   | \$11.13  |
| Pension                      | 0.105          |           | \$2.94   |           | \$2.95   |           | \$2.99   |
| Apprentice Tr.               | 0.010          | \$0.20    | \$0.48   | \$0.20    | \$0.48   | \$0.20    | \$0.48   |
| S.U.B.                       | 0.020          |           | \$0.56   | \$0.18    | \$0.74   | \$0.18    | \$0.75   |
| Annuity                      |                |           | \$2.75   |           | \$2.75   |           | \$2.75   |
| Pin Point                    |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total                        | 0.295          | \$5.58    | \$45.05  | \$6.36    | \$46.30  | \$6.96    | \$47.55  |

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**BUILDING/HEAVY RATES FOR THE STATE OF  
DELAWARE OPERATING ENGINEERS - LOCAL 542**

| Apprentice Rates              | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|-------------------------------|----------------|-----------|----------|-----------|----------|-----------|----------|
| <b>Second Year Apprentice</b> |                |           |          |           |          |           |          |
|                               |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate                   |                |           | \$25.23  |           | \$25.40  |           | \$25.71  |
| H & W                         | 0.160          | *\$5.38   | \$9.42   | *\$5.98   | \$10.04  | *\$6.58   | \$10.69  |
| Pension                       | 0.105          |           | \$2.65   |           | \$2.67   |           | \$2.70   |
| Apprentice Tr.                | 0.010          | \$0.20    | \$0.45   | \$0.20    | \$0.45   | \$0.20    | \$0.46   |
| S.U.B.                        | 0.020          |           | \$0.50   | \$0.18    | \$0.69   | \$0.18    | \$0.69   |
| Annuity                       |                |           | \$2.75   |           | \$2.75   |           | \$2.75   |
| Pin Point                     |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total                         | 0.295          | \$5.58    | \$41.50  | \$6.36    | \$42.75  | \$6.96    | \$44.00  |

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**BUILDING/HEAVY RATES FOR THE STATE OF  
DELAWARE OPERATING ENGINEERS - LOCAL 542**

| Apprentice Rates             | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|------------------------------|----------------|-----------|----------|-----------|----------|-----------|----------|
| <b>First Year Apprentice</b> |                |           |          |           |          |           |          |
|                              |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate                  |                |           | \$22.47  |           | \$22.64  |           | \$22.95  |
| H & W                        | 0.160          | *\$5.38   | \$8.98   | *\$5.98   | \$9.60   | *\$6.58   | \$10.25  |
| Pension                      | 0.105          |           | \$2.36   |           | \$2.38   |           | \$2.41   |
| Apprentice Tr.               | 0.010          | \$0.20    | \$0.42   | \$0.20    | \$0.43   | \$0.20    | \$0.43   |
| S.U.B.                       | 0.020          |           | \$0.45   | \$0.18    | \$0.63   | \$0.18    | \$0.64   |
| Annuity                      |                |           | \$2.75   |           | \$2.75   |           | \$2.75   |
| Pin Point                    |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total                        | 0.295          | \$5.58    | \$37.93  | \$6.36    | \$39.18  | \$6.96    | \$40.43  |

32

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**STATE OF DELAWARE BUILDING AND HEAVY  
LOCAL 542 - INTERNATIONAL UNION OF OPERATING ENGINEERS**

The hourly rates on the daily basis shall be twenty-five cents (\$0.25) per hour in addition to the hourly rate on the weekly basis listed for each classification.

The rate of wages for a Lead Engineer shall be one dollar and fifty cents (\$1.50) per hour above the highest rate of pay of any Engineer employed on a weekly basis for the same Employer on the same project. The Assistant Lead Engineer, when employed, shall be paid ninety cents (\$0.90) per hour above the highest wage of pay of any Engineer employed on a weekly basis by the Employer on the same project.

All mixers under 21E with power loading skip shall be operated by an Apprentice Engineer or Oiler.

On all machines with booms, jibs, masts, and leads 100 feet from ground up, fifty cents (\$.50) per hour additional will be paid for each increment of 25 feet over 100 feet. On machines with booms (including jibs, masts, and leads, etc.), 200 feet and over, two (2) Operating Engineers will be required.

Tower cranes calculated from ground up and out for purpose of boom pay.

All derricks shall require an Apprentice Engineer or Oiler. One (1) Apprentice Engineer or Oiler shall service three (3) guy derricks when under the direction of one (1) Employer or Contractor when working in conjunction with each other.

33

**HIGHWAY RATES FOR THE STATE OF DELAWARE  
OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP I   | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|----------------|----------------|-----------|----------|-----------|----------|-----------|----------|
|                |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate    |                |           | \$31.63  |           | \$31.80  |           | \$32.11  |
| H & W          | 0.160          | *\$5.38   | \$10.44  | *\$5.98   | \$11.06  | *\$6.58   | \$11.72  |
| Pension        | 0.105          |           | \$3.32   |           | \$3.34   |           | \$3.37   |
| Apprentice Tr. | 0.010          | \$0.20    | \$0.52   | \$0.20    | \$0.52   | \$0.20    | \$0.52   |
| S.U.B.         | 0.020          |           | \$0.63   | \$0.18    | \$0.82   | \$0.18    | \$0.82   |
| Annuity        |                |           | \$5.00   |           | \$5.00   |           | \$5.00   |
| Pin Point      |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total          | 0.295          | \$5.58    | \$52.04  | \$6.36    | \$53.29  | \$6.96    | \$54.54  |

Pippin Type Backhoes  
Euclid Load  
All Types of Cranes  
All Types of Backhoes  
Drag Lines  
All Types of Shovels

Keystones  
All Pavers (Blacktop and Concrete)  
Trenching Machines  
Cableways  
All Loaders 2 Cubic Yards and Over

Machines similar to above, including remote control equipment

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**HIGHWAY RATES FOR THE STATE OF DELAWARE  
OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP I(A) | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|-----------------|----------------|-----------|----------|-----------|----------|-----------|----------|
|                 |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate     |                |           | \$34.63  |           | \$34.80  |           | \$35.11  |
| H & W           | 0.160          | *\$5.38   | \$10.91  | *\$5.98   | \$11.54  | *\$6.58   | \$12.19  |
| Pension         | 0.105          |           | \$3.64   |           | \$3.65   |           | \$3.69   |
| Apprentice Tr.  | 0.010          | \$0.20    | \$0.55   | \$0.20    | \$0.55   | \$0.20    | \$0.55   |
| S.U.B.          | 0.020          |           | \$0.69   | \$0.18    | \$0.88   | \$0.18    | \$0.88   |
| Annuity         |                |           | \$5.00   |           | \$5.00   |           | \$5.00   |
| Pin Point       |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total           | 0.295          | \$5.58    | \$55.92  | \$6.36    | \$57.17  | \$6.96    | \$58.42  |

All Types of Cranes  
All Types of Backhoes  
Drag Lines

All Types of Shovels  
Keystones  
Cableways

Single Person Truck Cranes 15 Ton and Over Factory Rating, and Cherry Picker Type Machinery and Equipment 15 Ton and Over Factory Rating, etc.

Crawler Backhoes and Crawler Gradalls Over One (1) Cubic Yard Factory Rating, Hydraulic Backhoes Over One (1) Cubic Yard Factory Rating.

All equipment in this Group which previously received the hour in lieu of an Oiler will receive Wage Group I(A).

Machines similar to above, including remote control equipment

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**HIGHWAY RATES FOR THE STATE OF DELAWARE  
OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP II           | Effective Date |                                 | 05/01/11 |                                      | 05/01/12 |           | 05/01/13 |
|-------------------------|----------------|---------------------------------|----------|--------------------------------------|----------|-----------|----------|
|                         |                | Surcharge                       |          | Surcharge                            |          | Surcharge |          |
| Hourly Rate             |                |                                 | \$29.58  |                                      | \$29.75  |           | \$30.05  |
| H & W                   | 0.160          | *\$5.38                         | \$10.10  | *\$5.98                              | \$10.74  | *\$6.58   | \$11.39  |
| Pension                 | 0.105          |                                 | \$3.11   |                                      | \$3.12   |           | \$3.16   |
| Apprentice Tr.          | 0.010          | \$0.20                          | \$0.50   | \$0.20                               | \$0.50   | \$0.20    | \$0.50   |
| S.U.B.                  | 0.020          |                                 | \$0.59   | \$0.18                               | \$0.77   | \$0.18    | \$0.78   |
| Annuity                 |                |                                 | \$5.00   |                                      | \$5.00   |           | \$5.00   |
| Pin Point               |                |                                 | \$0.50   |                                      | \$0.75   |           | \$1.00   |
| Total                   | 0.295          | \$5.58                          | \$49.38  | \$6.36                               | \$50.63  | \$6.96    | \$51.88  |
| Carryalls               |                | Tractors                        |          | Side Boom                            |          |           |          |
| Tournapulls             |                | Maintenance Engineer            |          | Bobcat-Type Loader (All Attachments) |          |           |          |
| Concrete Pumps          |                | Welders                         |          | Vermeer Saw                          |          |           |          |
| Asphalt Plant Engineers |                | Conveyor Loader                 |          | Directional Boring Machine           |          |           |          |
| Well Drillers           |                | All Loaders Under 2 Cubic Yards |          | Hydro-Axe                            |          |           |          |
| All Bulldozers          |                | Chipper with Boom               |          |                                      |          |           |          |

Machines similar to above, including remote control equipment

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**HIGHWAY RATES FOR THE STATE OF DELAWARE  
OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP II(A) | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|------------------|----------------|-----------|----------|-----------|----------|-----------|----------|
|                  |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate      |                |           | \$32.58  |           | \$32.75  |           | \$33.06  |
| H & W            | 0.160          | *\$5.38   | \$10.59  | *\$5.98   | \$11.21  | *\$6.58   | \$11.87  |
| Pension          | 0.105          |           | \$3.42   |           | \$3.44   |           | \$3.47   |
| Apprentice Tr.   | 0.010          | \$0.20    | \$0.53   | \$0.20    | \$0.53   | \$0.20    | \$0.53   |
| S.U.B.           | 0.020          |           | \$0.65   | \$0.18    | \$0.84   | \$0.18    | \$0.84   |
| Annuity          |                |           | \$5.00   |           | \$5.00   |           | \$5.00   |
| Pin Point        |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total            | 0.295          | \$5.58    | \$53.27  | \$6.36    | \$54.52  | \$6.96    | \$55.77  |

Concrete Pumps, etc.

All equipment in this Group which previously received the hour in lieu of an Oiler will receive Wage Group I(A).

Machines similar to above, including remote control equipment

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**HIGHWAY RATES FOR THE STATE OF DELAWARE  
OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP III | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|----------------|----------------|-----------|----------|-----------|----------|-----------|----------|
|                |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate    |                |           | \$29.22  |           | \$29.39  |           | \$29.69  |
| H & W          | 0.160          | *\$5.38   | \$10.05  | *\$5.98   | \$10.67  | *\$6.58   | \$11.33  |
| Pension        | 0.105          |           | \$3.07   |           | \$3.09   |           | \$3.12   |
| Apprentice Tr. | 0.010          | \$0.20    | \$0.49   | \$0.20    | \$0.49   | \$0.20    | \$0.50   |
| S.U.B.         | 0.020          |           | \$0.58   | \$0.18    | \$0.77   | \$0.18    | \$0.77   |
| Annuity        |                |           | \$5.00   |           | \$5.00   |           | \$5.00   |
| Pin Point      |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total          | 0.295          | \$5.58    | \$48.91  | \$6.36    | \$50.16  | \$6.96    | \$51.41  |

|                        |                            |                                    |
|------------------------|----------------------------|------------------------------------|
| Form Line Grader       | Compressors                | Roller (Grade Fill and Stone Base) |
| Farm Tractor           | Pumps 4 Inches and Over    | Power Broom                        |
| Road Finishing Machine | Pumps Two or More Any Size | Stump Grinder                      |
| Concrete Spreader      | Well Point Pumps           | Fireman                            |
| Fine Grade Machines    | Concrete Braking Machines  |                                    |

Machines similar to above, including remote control equipment

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**HIGHWAY RATES FOR THE STATE OF DELAWARE  
OPERATING ENGINEERS - LOCAL 542**

| WAGE GROUP IV  | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|----------------|----------------|-----------|----------|-----------|----------|-----------|----------|
|                |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate    |                |           | \$27.32  |           | \$27.49  |           | \$27.80  |
| H & W          | 0.160          | *\$5.38   | \$9.75   | *\$5.98   | \$10.38  | *\$6.58   | \$11.02  |
| Pension        | 0.105          |           | \$2.87   |           | \$2.89   |           | \$2.92   |
| Apprentice Tr. | 0.010          | \$0.20    | \$0.47   | \$0.20    | \$0.47   | \$0.20    | \$0.48   |
| S.U.B.         | 0.020          |           | \$0.55   | \$0.18    | \$0.73   | \$0.18    | \$0.74   |
| Annuity        |                |           | \$5.00   |           | \$5.00   |           | \$5.00   |
| Pin Point      |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total          | 0.295          | \$5.58    | \$46.46  | \$6.36    | \$47.71  | \$6.96    | \$48.96  |

Oilers

Machines similar to above, including remote control equipment

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

### APPRENTICE ADDENDUM

**APPRENTICES** subject to availability, will be referred to each Employer at the ratio of one Apprentice to each six (1:6) Journey-members employed. Hoisting machines, as defined in the Collective Bargaining Agreement, will not be computed into this ratio. Hoisting machines will continue to be manned as required in the Agreement.

**THE EMPLOYER** shall not lay-off an Apprentice for lack of work unless notice has been given to the Local at least twenty-four (24) hours prior to lay-off. When equipment is shut-down the Apprentice will not replace the Journey-member.

**THE CLASSIFICATION** of Apprentice (e.g. First Year, Second Year, etc.) shall be defined by the Apprenticeship and Training Coordinator. Apprentices, upon the successful completion of each incremental milestone, shall receive a 5% step rate increase based on the Group I Classification.

**THE** parties agree to comply with the standards of Apprenticeship for Operating Engineers as established by the Joint Apprenticeship and Training Committee. The Apprentice shall assume such duties as are agreed to by the Joint Apprentice and Training Trustees.

|   |     |
|---|-----|
| (a) Probation to first six months of Registered Apprentices                     | 50% |
| (b) Second six months of Apprenticeship to successful completion of first year  | 55% |
| (c) Third six months of Registered Apprenticeship                               | 60% |
| (d) Fourth six months of Apprenticeship to successful completion of second year | 65% |
| (e) Fifth six months of Registered Apprenticeship                               | 70% |
| (f) Sixth six months of Apprenticeship to successful completion of third year   | 75% |
| (g) Seventh six months of Registered Apprenticeship                             | 80% |
| (h) Eighth six months of Apprenticeship to completion of program                | 85% |

### HIGHWAY RATES FOR THE STATE OF DELAWARE OPERATING ENGINEERS - LOCAL 542

| Apprentice Rates              | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|-------------------------------|----------------|-----------|----------|-----------|----------|-----------|----------|
| <b>Fourth Year Apprentice</b> |                |           |          |           |          |           |          |
|                               |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate                   |                |           | \$28.09  |           | \$28.26  |           | \$28.56  |
| H & W                         | 0.160          | *\$5.38   | \$9.87   | *\$5.98   | \$10.49  | *\$6.58   | \$11.15  |
| Pension                       | 0.105          |           | \$2.95   |           | \$2.97   |           | \$3.00   |
| Apprentice Tr.                | 0.010          | \$0.20    | \$0.48   | \$0.20    | \$0.48   | \$0.20    | \$0.49   |
| S.U.B.                        | 0.020          |           | \$0.56   | \$0.18    | \$0.75   | \$0.18    | \$0.75   |
| Annuity                       |                |           | \$4.25   |           | \$4.25   |           | \$4.25   |
| Pin Point                     |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total                         | 0.295          | \$5.58    | \$46.70  | \$6.36    | \$47.95  | \$6.96    | \$49.20  |

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**HIGHWAY RATES FOR THE STATE OF DELAWARE  
OPERATING ENGINEERS - LOCAL 542**

| Apprentice Rates             | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|------------------------------|----------------|-----------|----------|-----------|----------|-----------|----------|
| <b>Third Year Apprentice</b> |                |           |          |           |          |           |          |
|                              |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate                  |                |           | \$25.74  |           | \$25.91  |           | \$26.21  |
| H & W                        | 0.160          | *\$5.38   | \$9.50   | *\$5.98   | \$10.12  | *\$6.58   | \$10.79  |
| Pension                      | 0.105          |           | \$2.70   |           | \$2.72   |           | \$2.75   |
| Apprentice Tr.               | 0.010          | \$0.20    | \$0.46   | \$0.20    | \$0.46   | \$0.20    | \$0.46   |
| S.U.B.                       | 0.020          |           | \$0.51   | \$0.18    | \$0.70   | \$0.18    | \$0.70   |
| Annuity                      |                |           | \$2.75   |           | \$2.75   |           | \$2.75   |
| Pin Point                    |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total                        | 0.295          | \$5.58    | \$42.16  | \$6.36    | \$43.41  | \$6.96    | \$44.66  |

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**HIGHWAY RATES FOR THE STATE OF DELAWARE  
OPERATING ENGINEERS - LOCAL 542**

| Apprentice Rates              | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|-------------------------------|----------------|-----------|----------|-----------|----------|-----------|----------|
| <b>Second Year Apprentice</b> |                |           |          |           |          |           |          |
|                               |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate                   |                |           | \$23.37  |           | \$23.55  |           | \$23.85  |
| H & W                         | 0.160          | *\$5.38   | \$9.13   | *\$5.98   | \$9.74   | *\$6.58   | \$10.40  |
| Pension                       | 0.105          |           | \$2.45   |           | \$2.47   |           | \$2.50   |
| Apprentice Tr.                | 0.010          | \$0.20    | \$0.43   | \$0.20    | \$0.44   | \$0.20    | \$0.44   |
| S.U.B.                        | 0.020          |           | \$0.47   | \$0.18    | \$0.65   | \$0.18    | \$0.66   |
| Annuity                       |                |           | \$2.75   |           | \$2.75   |           | \$2.75   |
| Pin Point                     |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total                         | 0.295          | \$5.58    | \$39.10  | \$6.36    | \$40.35  | \$6.96    | \$41.60  |

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**HIGHWAY RATES FOR THE STATE OF DELAWARE  
OPERATING ENGINEERS - LOCAL 542**

| Apprentice Rates             | Effective Date |           | 05/01/11 |           | 05/01/12 |           | 05/01/13 |
|------------------------------|----------------|-----------|----------|-----------|----------|-----------|----------|
| <b>First Year Apprentice</b> |                |           |          |           |          |           |          |
|                              |                | Surcharge |          | Surcharge |          | Surcharge |          |
| Hourly Rate                  |                |           | \$21.02  |           | \$21.19  |           | \$21.50  |
| H & W                        | 0.160          | *\$5.38   | \$8.74   | *\$5.98   | \$9.37   | *\$6.58   | \$10.01  |
| Pension                      | 0.105          |           | \$2.21   |           | \$2.23   |           | \$2.26   |
| Apprentice Tr.               | 0.010          | \$0.20    | \$0.41   | \$0.20    | \$0.41   | \$0.20    | \$0.42   |
| S.U.B.                       | 0.020          |           | \$0.42   | \$0.18    | \$0.60   | \$0.18    | \$0.61   |
| Annuity                      |                |           | \$2.75   |           | \$2.75   |           | \$2.75   |
| Pin Point                    |                |           | \$0.50   |           | \$0.75   |           | \$1.00   |
| Total                        | 0.295          | \$5.58    | \$36.05  | \$6.36    | \$37.30  | \$6.96    | \$38.55  |

\*Surcharge

\*\*Toxic/Hazardous Waste Removal Rate—Twenty percent (20%) Added to All Classifications

**STATE OF DELAWARE - HIGHWAY CONSTRUCTION  
LOCAL UNION 542 - INTERNATIONAL UNION OF OPERATING ENGINEERS**

The hourly rates on the daily basis shall be twenty-five cents (\$0.25) per hour in addition to the hourly rate on the weekly basis listed for each classification.

The rate of wages for a Lead Engineer shall be one dollar and fifty cents (\$1.50) per hour above the highest rate of pay of any Engineer employed on a weekly basis for the same Employer on the same project. The Assistant Lead Engineer, when employed, shall be paid ninety cents (\$0.90) per hour above the highest wage of pay of any Engineer employed on a weekly basis by the Employer on the same project.

All mixers under 21E with power loading skip shall be operated by an Apprentice Engineer or Oiler.

On all machines with booms, jibs, masts, and leads 100 feet from ground up, fifty cents (\$.50) per hour additional will be paid for each increment of 25 feet over 100 feet. On machines with booms (including jibs, masts, and leads, etc.), 200 feet and over, two (2) Operating Engineers will be required.

Tower cranes calculated from ground up and out for purpose of boom pay.

All derricks shall require an Apprentice Engineer or Oiler. One (1) Apprentice Engineer or Oiler shall service three (3) guy derricks when under the direction of one (1) Employer or Contractor when working in conjunction with each other.

**STATE OF DELAWARE  
ADDENDUM FOR SITE WORK**

This Addendum is for Site Work where Non-Union competition is bidding against signatory Contractors. It must be requested in writing to the Union. The Contractors will provide any and all information when requested to do so by the Union in reference to the granting of this Site Addendum and must list the following information:

Client  
Project  
Estimated Cost  
Non-Union Competition  
Estimated Length of Project  
Estimated Number of Operating Engineers to Be Employed

Once this information is received the Executive Board of Local 542 will be polled and the results will be sent to the Contractor. The Executive Board of Local 542 is the only Authority who can grant any conditions other than what is expressed in the Basic Collective Bargaining Agreement.

Any violations of the Collective Bargaining Agreement of Local 542 will be just cause for the suspension of the Site Addendum for that particular project where the Site Addendum was granted. The project will then be worked under the terms, conditions, and wages, including benefits of the Full Collective Bargaining Agreement of Local 542.

The Wages and Benefits of the Site Addendum shall be paid on all jobs bid after May 1, 1999 where the Addendum applies and shall be paid as the increases become due.

The following conditions shall prevail as the Delaware Site Addendum once granted by the Executive Board of Local 542.

**ADDENDUM FOR SITE WORK cont'd**

1. Working Lead Engineer — Determined through a meeting of the Contractor and the Union.
2. Four (4) equipment changes per shift.
3. Time and one half for overtime after eight (8) hours.
4. Sundays and Holidays shall be paid at the double time rate if worked.
5. No Operator on pump(s) up to and including an aggregate of 10" intake. All pumps to remain under the jurisdiction of the Operating Engineers.
6. No Operator required on compressors up to and including 1200 C.F.M. or an aggregate thereof, over 1200 C.F.M. requires an Engineer. All compressors to remain under the jurisdiction of the Operating Engineers.
7. No Oilers on backhoes, clambuckets, and draglines up to and including three (3) cubic yards. On trackhoes, gradalls, draglines, and clambuckets, where an Apprentice/Oiler is not required, the Wage Group I(A) or II(A) is waived if the equipment is serviced by a service truck manned by an Operating Engineer.
8. Operating Engineers will not be required on remote control rollers one (1) ton capacity and under. All rollers to remain under the jurisdiction of the Operating Engineers.
9. Twenty-four (24) hour guarantee with two (2) four (4) and eight (8) hour concept on remaining days. Two (2) hours pay show up time, four (4) hours pay if required to begin work, eight (8) hours pay after four (4) hours worked.
10. On projects where the Site Addendum is in effect, all Operating Engineers who are required to have Hazardous Material Certification and are working in levels A, B, or C shall receive an additional twenty percent (20%) increase above the appropriate Wage Group pay as outlined in Wage Group VII A or B.

**STATE OF DELAWARE - UTILITY AGREEMENT**  
**LOCAL UNION 542 - INTERNATIONAL UNION OF OPERATING ENGINEERS**

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48

All Contractors who do Utility work as outlined in the Collective Bargaining Agreement will pay the appropriate rate of pay as outlined in the Collective Bargaining Agreement. Building and Heavy Rates shall apply.

The Utility Agreement will be the Site Addendum Conditions using the Building and Heavy Rates effective May 1, 2012, with package increases May 1, 2013.

Any Contractor who violates any regulation in the Collective Bargaining Agreement in reference to the funds or improper manning of equipment shall not be eligible to utilize the Utility Agreement until such violations are corrected.

The guaranteed hours shall be twenty-four (24) with 2-4-8 on remaining days.

In the event an Operator begins work on non-guaranteed days, the Operator shall receive four (4) hours minimum pay.

Operators may be dismissed for inclement weather related conditions only.

If the Operator is dismissed due to circumstances beyond their control they shall receive eight (8) hours pay.

**COLLECTIVE BARGAINING AGREEMENT  
LOCAL 542, INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO**

**and**

**THE PENN TANK CONTRACTORS  
(Hereinafter referred to as the Employer)**

**TERRITORIAL JURISDICTION**

The territorial jurisdiction of the Union covers the eastern half of Pennsylvania and the State of Delaware. This Agreement shall apply to all work performed in Philadelphia, Bucks, Delaware, Chester, and Montgomery Counties Pennsylvania (known as the "5-County Area") and Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, and York Counties, Pennsylvania (known as the "29-County Area"), and the State of Delaware. When working in other areas covered by the jurisdiction of the Local Union, the Employer agrees to abide by the prevailing agreements in the area applicable to the Union and subject to Article I, Section 3 of the Agreement with the Operating Engineers Employers of Eastern Pennsylvania and Delaware.

**TERM**

This Agreement shall be binding upon the parties hereto retroactively from May 1, 2012 through April 30, 2014 for the 5 County Area, and from May 1, 2012 through April 30, 2014 for the State of Delaware, and May 1, 2012 through April 30, 2015 for the 29 County Area.

**WAGES AND BENEFITS**

Wages and Benefit provisions contained in the Collective Bargaining Agreement shall apply.

### JOB NOTICE

Approximately one (1) week prior to the start of each job in the above areas, the Contractor agrees to mail one (1) copy of the attached "Job Notice Form." Also, it is agreed that a pre-job conference may be called by either the Union or the Contractor.

### JURISDICTION

ALL work in the erection, dismantling, conversion, and repair of all storage tanks including elevated tanks and standpipe.

### EQUIPMENT

The following types of equipment are normally used on the above work.

- Welding Machines
- Generators - 150 dva and up
- Compressors
- Sideboom Tractors
- Cherry Pickers (rubber tire mounted)
- Cherry Pickers (truck mounted)
- Hoists (single and multiple drum)
- A-Frames (truck and cat mounted)
- Equipment similar to above

### WORKING CONDITIONS

1. One (1) change a day will be permitted without regard to wage or Group (Group I or I(A) classification, at the Group I rate).
2. Operators of generators (with attached equipment) shall receive wages per Group I.
3. One (1) Operator may be used to operate one (1) piece of hoisting and miscellaneous equipment on the following work; minor repairs to existing tanks; work on flat bottom tanks 90 feet in diameter by 48 feet in height or less; work on standpipe (water tanks) of 50 feet diameter by 96 feet in height or less; and work on elevated water tanks of 1,000,000 gallon capacity or less. Two (2) welding machines may be operated on repair work without an Operating Engineer.

All of the above working conditions and manning requirements shall apply except as otherwise provided or agreed upon at a pre-job conference. In the 29 County Area and the State of Delaware where Non-Union competition exists consideration will be given to tank size limits.

Agreement entered into and effective May 1, 2012 through April 30, 2014 for the 5 County Area, from May 1, 2012 through April 30, 2014 for the State of Delaware, and May 1, 2012 through April 30, 2015 for the 29 County Area.

### AGREED AND ACCEPTED:

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**OPERATING ENGINEERS LOCAL 542**

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**OPERATING ENGINEERS LOCAL 542**

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**CONTRACTOR**

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**CONTRACTOR**

**DATED:** \_\_\_\_\_

**ADDENDUM TO THE BASIC AGREEMENT**  
**Construction Agreement**  
**Between the**  
**WHARF AND DOCK BUILDERS**  
**ASSOCIATION**  
**OF PHILADELPHIA AND VICINITY**  
**and**  
**LOCAL UNION 542**  
**THE INTERNATIONAL UNION**  
**OF OPERATING ENGINEERS, A.F.L.-C.I.O.**

**Effective May 1, 2012 through April 30, 2014 for the**  
**5 County Area and Effective May 1, 2012 through April 30,**  
**2014 for the State of Delaware and Effective May 1, 2012**  
**through April 30, 2015 for the 29 County Area.**

**Section 1 - On Tide Work**

Eight (8) consecutive hours of work to begin and end between 6:00 a.m. and 6:00 p.m., on regularly approved low water work or work wherein the tide is the deciding factor in the progress of the work. In such cases, every Employee shall be permitted to have a meal period of thirty (30) minutes which shall begin not earlier than at the end of the third hour of work, and which shall end not later than what would otherwise be the beginning of the fifth hour of work.

**Section 2 - Towing and Transit**

Where air is to be carried on floating equipment in tow for the operation of pumps, siphons, or other equipment an Engineer shall be employed, and he shall receive not less than one (1) days pay for such work. Overtime provisions in the Basic Agreement shall apply to all overtime.

**Section 3**

All overtime shall be at the applicable scheduled overtime rate.

**Section 4**

Engineers handling creosote materials shall receive thirty-five cents (\$0.35) per hour over and above his basic wage rate (as an added expense).

**WHARF AND DOCKBUILDER ADDENDUM**  
**TO LOCAL UNION 542**

1. Land Pile Operations and Marine Operations:  
 Two (2) Operators at top rate (Group I(A)) to operate crane or machine and to cover compressor or power pack when used as a source of power for the hammer.
2. Boom Pay  
 Boom Pay shall be determined by one (1) of the following two methods:  
 a) Length of boom (heel to tip) greater than 100 feet.  
 b) Length of leads greater than 100 feet.
3. Delaware and 29 Counties  
 Conditions will be discussed on a job by job basis when Non-Union competition is involved.
4. Two (2) welding machines may be operated without the use of an Operating Engineer, third welding machine will require an Operating Engineer.

**AGREED AND ACCEPTED:**  
**WHARF AND DOCKBUILDERS ASSOCIATION**

\_\_\_\_\_  
 PRESIDENT

\_\_\_\_\_  
 VICE PRESIDENT

DATED: \_\_\_\_\_

**OPERATING ENGINEERS LOCAL 542**

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written:

**LOCAL UNION 542, INTERNATIONAL  
UNION OF OPERATING ENGINEERS**

\_\_\_\_\_  
ROBERT T. HEENAN, GENERAL VICE PRESIDENT  
& BUSINESS MANAGER

**DELAWARE CONTRACTORS ASSOCIATION**

\_\_\_\_\_  
JOHN McMAHON

DATE: MAY 1, 2012

**COLLECTIVE BARGAINING AGREEMENT**

**FIVE COUNTY -  
EFFECTIVE MAY 1, 2012 TO APRIL 30, 2014**

**TWENTY NINE COUNTY -  
EFFECTIVE MAY 1, 2012 TO APRIL 30, 2015**

**STATE OF DELAWARE -  
EFFECTIVE MAY 1, 2012 TO APRIL 30, 2014**

**Substitute the following for Article I, Section 1:**

The Union having requested recognition as the Section 9(a) representative of the Employees covered by this Agreement and having demonstrated through authorization cards that it has the support of the majority of such Employees to serve as such representative, the Employer hereby recognizes the Union as the Section 9(a) representative for all persons performing work within the mechanical jurisdiction of the Union, whether or not any of such persons are members of the Union, provided that the provisions of this Section shall be subject to the provisions of Article IV, Section 1.

**CONSENT AND APPROVAL**

The undersigned Employer, intending to be legally bound hereby, agrees to the terms and conditions in the foregoing Agreement and subsequent approved labor Agreements and shall continue to be so bound until terminated by the undersigned Employer giving written notice to the Union and to the Contractors Association of Eastern Pennsylvania, General Building Contractors Association, Northeastern PA Contractors Association and Delaware Contractors Association at least sixty (60) days prior to the then current anniversary date of the applicable approved labor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written:

TYPE OF WORK CONTRACTOR DOES:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 542**

LOCATION WHERE CONTRACT WAS SIGNED

WITNESS: \_\_\_\_\_

**OPERATING ENGINEER EMPLOYER**

(Print) COMPANY NAME

(Sign) SIGNATURE & TITLE

(Print) NAME & TITLE

ADDRESS

CITY STATE ZIP

AREA CODE AND PHONE NUMBER

FAX NUMBER

EMPLOYER TAX I.D. NUMBER

DATE: \_\_\_\_\_

THIS AGREEMENT entered into this 20 day of April 2012 and effective from and after the first day of May, 2012. Local 542, I.U.O.E. and ACTIVE CRANE RENTALS, Inc  
(Contractor)

hereby agree to be bound and to continue to be bound by the Collective Bargaining contract scheduled to expire on April 30, 2012 between Local 542, I.U.O.E. and the Contractors (Corrado American, Inc., Brandywine Construction Co., Inc. and Active Crane Rentals, Inc.) who previously negotiated with the Delaware Contractors Association in the last contract in the area where the undersigned contractor is engaged or intends to be engaged in the performance of its business within the jurisdiction of the Union, covering the eastern half of Pennsylvania and the State of Delaware; and said parties further agree that in the event a new contract or contracts are negotiated within the said areas, the undersigned parties shall be bound by said contracts retroactive from May 1, 2012 with full force and effect.

Substitute the following Article 1, Section 1:

The Union having requested recognition as the Section 9(a) majority collective bargaining representative of the employees covered by this Agreement, the Employer recognizes the Union as the Section 9(a) collective bargaining representative for all persons performing work within the mechanical jurisdiction of the Union, whether or not any of such persons are members of the Union, based upon a showing by the Union or an offer by the Union to show evidence that a majority of the employees authorize the Union to represent them in collective bargaining; provided, however, that the provisions of this Section shall be subject to the Jurisdictional Disputes provisions of the Agreement.

The parties hereto intend to be legally bound hereby.

WITNESS:

LOCAL 542, INTERNATIONAL UNION  
of OPERATING ENGINEERS

BY [Signature]

BY [Signature]  
(UNION)

[Signature]

ACTIVE CRANE  
(Print) CONTRACTOR

BY [Signature]  
NAME & TITLE

PRESIDENT  
(Print) NAME & TITLE

103 WATER ST  
ADDRESS

NEWPORT DE 19804  
CITY STATE ZIP

302-998-1000 302-999-8789  
TELEPHONE NUMBER FAX NUMBER

51-0107076  
TAX I.D. NUMBER

3-20-12  
DATE SIGNED

# EXHIBIT B

**QUESTIONNAIRE ON COMMERCE INFORMATION**

Please read carefully, answer all applicable items, and return to the NLRB Office.  
If additional space is required, please add a page and identify item number.

|  |                             |
|--|-----------------------------|
| CASE NAME<br>International Union of Operating Engineers, Local 542 v. Active Crane Rentals, Inc. | CASE NUMBER<br>04-UC-202853 |
|--|-----------------------------|

|  |
|--|
| 1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)<br>Active Crane Rentals, Inc. |
|--|

|   |
|---|
| 2. TYPE OF ENTITY<br><input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> OTHER (Specify) |
|---|

|  |  |
|--|--|
| 3. IF A CORPORATION OR LLC<br>A. STATE OF INCORPORATION OR FORMATION<br>Delaware | B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES<br>None |
|--|--|

|   |
|---|
| 4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS |
|---|

|  |
|--|
| 5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR |
|--|

|   |
|---|
| 6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed)<br>Crane operation services to commercial and industrial customers. |
|---|

|  |                               |
|--|-------------------------------|
| 7A. PRINCIPAL LOCATION<br>103 E Water St., Newport, DE 19804 | 7B. BRANCH LOCATIONS<br>None. |
|--|-------------------------------|

|   |   |
|---|---|
| 8. NUMBER OF PEOPLE PRESENTLY EMPLOYED<br>A. TOTAL<br>7 | B. AT THE ADDRESS INVOLVED IN THIS MATTER<br>103 E. Water Street, Newport, DE 19804 |
|---|---|

|  |
|--|
| 9. DURING THE MOST RECENT (Check the appropriate box): <input type="checkbox"/> CALENDAR <input checked="" type="checkbox"/> 12 MONTHS or <input type="checkbox"/> FISCAL YEAR    FY DATES |
|--|

|   | YES      | NO |
|---|----------|----|
| A. Did you <b>provide services</b> valued in excess of \$50,000 directly to customers outside your State?<br>If no, indicate actual value.  | <b>X</b> |    |
| B. If you answered no to 9A, did you <b>provide services</b> valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State?<br>If no, indicate the value of any such services you provided.   |          |    |
| C. If you answered no to 9A and 9B, did you <b>provide services</b> valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. |          |    |
| D. Did you <b>sell goods</b> valued in excess of \$50,000 directly to customers located outside your State?<br>If less than \$50,000, indicate amount.  |          |    |
| E. If you answered no to 9D, did you <b>sell goods</b> valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.  |          |    |
| F. Did you <b>purchase and receive goods</b> valued in excess of \$50,000 from directly outside your State?<br>If less than \$50,000, indicate amount.  | <b>X</b> |    |
| G. Did you <b>purchase and receive goods</b> valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount.  | <b>X</b> |    |
| H. <b>Gross Revenues</b> from all sales or performance of services (Check the largest amount):<br><input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input checked="" type="checkbox"/> \$1,000,000 or more    If less than \$100,000, indicate amount.  |          |    |


|  |  |          |
|--|--|----------|
| I. Did you begin operations within the last 12 months? If yes, specify date: |  | <b>X</b> |
|--|--|----------|

|  |
|--|
| 10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYEE GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    (If yes, name and address of association or group) |
|--|

|   |
|---|
| 11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS |
|---|

|                                   |                  |  |                             |
|-----------------------------------|------------------|--|-----------------------------|
| NAME<br>Barry M. Willoughby, Esq. | TITLE<br>Partner | E-MAIL ADDRESS<br>bwilloughby@ycst.com | TEL. NUMBER<br>302-571-6666 |
|-----------------------------------|------------------|--|-----------------------------|

|   |
|---|
| 12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE |
|---|

|   |  |  |                    |
|---|--|--|--------------------|
| NAME AND TITLE<br>Barry M. Willoughby, Esq. | SIGNATURE<br> | E-MAIL ADDRESS<br>bwilloughby@ycst.com | DATE<br>09/05/2017 |
|---|--|--|--------------------|

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 04  
615 Chestnut St Ste 710  
Philadelphia, PA 19106-4413

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (215)597-7601  
Fax: (215)597-7658

March 29, 2018

Barry M. Willoughby, Esquire  
William W. Bowser, Esquire  
Young, Conaway, Stargatt & Taylor, LLP  
1000 North King Street  
Rodney Square  
Wilmington, DE 19801

Re: Active Crane Rentals, Inc., Aasco Equipment,  
and Raven Crane & Equipment Co., LLC, a  
Single Employer  
Cases 04-CA-202608 and 04-UC-202853

Dear Mr. Willoughby and Mr. Bowser:

The Charging Party has asked to withdraw the above charge and petition based upon a private agreement between the parties. I have approved this request, conditioned on the performance of the undertakings in that private agreement.

The charge and petition are subject to reinstatement for further processing if the Charging Party requests reinstatement and supports its request with evidence of non-compliance with the undertakings in the private agreement.

Very truly yours,

/s/ Dennis P. Walsh

DENNIS P. WALSH  
Regional Director

cc: Frank Bankard, Organizer  
Louis Agre, Esquire  
International Union of Operating Engineers  
Local 542  
1375 Virginia Drive, Suite 100  
Fort Washington, PA 19034-3257

Mr. Steve Schmeusser  
Active Crane Rentals, Inc.  
103 Water Street  
Wilmington, DE 19804-2492

Karen Schmeusser, Owner  
Raven Crane & Equipment Co., LLC  
Aasco Equipment  
196 Quigley Boulevard  
New Castle, DE 19720-4104